City of Keego Harbor

Keego Harbor, Michigan, 48320

From: Bobby Barnes, Police Chief
Meeting: November 19, 2026
Subject: Officer Anita Geml Swearing In
Recommended Action: No Action

Introduction:
The City of Keego Harbor is pleased to welcome Anita Geml to the Keego Harbor Police Department as our second part-time police officer. Officer Geml brings five years of law enforcement experience and a strong interest in community-oriented policing.

Background:
Officer Geml began her law enforcement career with the Grand Blanc Township Police Department, where she served full-time for approximately a year and a half. She subsequently joined the Clinton Township Police Department, serving another three and a half years as a full-time officer.

Officer Geml was drawn to Keego Harbor by the opportunity to serve in a smaller, more personable community where she can build relationships with residents and take a proactive approach to policing. She is particularly interested in becoming involved in community policing events and programs that strengthen the relationship between our officers and the people they serve.

The addition of Officer Geml continues our efforts to strengthen the Police Department's staffing capacity while maintaining the accessible, community-focused public safety services that residents value.

At this meeting, Officer Geml will be formally sworn in as a member of the Keego Harbor Police Department. We look forward to welcoming her and her family to our team and introducing her to the community.

Strategic Pillars:

Item Costs:
N/A

Attachments:
None

Sincerely,
Chief Barnes
Keego Harbor Police Department

City of Keego Harbor

Keego Harbor, Michigan, 48320

From: Joe Gacioch, Interim City Manager

Meeting: November 19, 2026

Subject: Proclamation Service for Outgoing Mayor Joel Ross, and Council Member Sue Williams

Recommended Action: No Action

Introduction:
Following the November 3, 2026 general election, the City Council will recognize outgoing Mayor Joel Ross and Council Member Sue Williams for their service to Keego Harbor.

Background:
Mayor Ross was elected to the City Council in 2023 and served as both Mayor Pro Tem and Mayor. He did not seek reelection, and his council term concludes following this meeting. Council Member Williams accepted an appointment in June 2026 to fill a vacancy and served through November. She did not seek election to the seat in the November general election.

Serving on City Council takes time, preparation, and a willingness to make difficult decisions in public. Those responsibilities often come at the expense of time with family, work, and other commitments. We appreciate that Mayor Ross and Council Member Williams each stepped forward when called to serve.

This presentation gives the Council and community an opportunity to thank them publicly for the time and care they gave to Keego Harbor and its residents.

Strategic Pillars:

- Small-town Character
- Quality of Life Across Generations

Item Costs:
N/A

Attachments:
None

Sincerely,
Joseph Gacioch
City Manager

City of Keego Harbor

Keego Harbor, Michigan, 48320

From: Joe Gacioch, Interim City Manager

Meeting: November 19, 2026

Subject: Request to Reprogram Community Development Block Grant (CDBG) Funds from PY 2023, PY 2024, PY 2025 and PY 2026

Recommended Action: Move to adopt Resolution No. [____] approving the reprogramming of PY 2023, 2024, 2025 and 2026 CDBG funds and establishing the Keego Harbor Minor Home Repair Program, as presented.

Introduction:
This public hearing was set to consider the City Manager's proposal for reprogramming of $39,860 in unspent CDBG funds, then consider adopting the attached resolution. The resolution moves $30,031 in PY 2023-2025 balances to Code Enforcement and $9,829 in PY 2026 funds to a new Minor Home Repair grant program, and authorizes the City Manager to submit the reprogramming request to Oakland County.

Why a Public Hearing Is Required
Federal rules require that residents receive notice and an opportunity to comment before CDBG funds are shifted to a different use (24 CFR 91.105). Oakland County carries out this requirement through its Reprogramming Procedure (July 2026), which applies to every participating community. Under that procedure:

- NHD must approve every reprogramming in advance, and reprogrammed funds must stay in their original program year.
- The community must advertise a public hearing at least 10 days before the hearing, in a newspaper of general circulation or by web posting if the community has authorized web posting by ordinance or resolution.
- The governing body must hold the hearing and approve the reprogramming, with minutes or a resolution that show the hearing was opened, comments were taken, the hearing was closed, and the use of funds was approved.
- All required documents must be submitted to NHD together; incomplete requests are not processed.

Notice of tonight’s hearing was published in the West Bloomfield Beacon on November 4th, at

least 10 days before this meeting.

Background:
Keego Harbor participates in the Oakland County Urban County CDBG Program. According to County reports, four of the City's past awards remain unspent. The County measures each community's spending pace and expects it to stay below 1.5; the City's ratio was 2.25 as of June 2026. CDBG funds that remain unobligated two years after award may be subject to recapture by the County. Moving these balances to activities the City can carry out now puts the money to work for residents and protects it from recapture.

In June 2026, County Neighborhood & Housing Development (NHD) staff confirmed that the City may reprogram these balances to Code Enforcement and Minor Home Repair, both eligible CDBG activities.

Proposed Reprogramming

Each amount stays in its original program year, as the County requires.

PY	From (Activity No.)	To (Activity No.)	Amount
2023	Remove Architectural Barrier (731619)	Code Enforcement (730310)	$10,173.00
2024	Parks-Recreational Facilities (731332)	Code Enforcement (730310)	$10,029.00
2025	Parks-Recreational Facilities (731332)	Code Enforcement (730310)	$9,829.00
2026	Parks-Recreational Facilities (731332)	Minor Home Repair (731227)	$9,829.00
Total			**$39,860.00**

Code Enforcement (PY 2023-2025, $30,031)

The City budget funds 16 hours per week of code enforcement from the General Fund. CDBG funds will pay for 16 additional hours per week by the City's Community Standards Officer, a City employee, doubling coverage to 32 hours per week for about 14 months. The City's 16-hour baseline continues, so CDBG funds add to local services rather than replace them, as federal rules require. Cited owners with limited incomes will be referred to the City Minor Home Repair

program and the County Home Improvement Program.

Item	Basis	Amount
Salary, additional hours	1,000 hrs × $27.50/hr	$27,500.00
Employer FICA and Medicare	7.65% of salary	$2,103.75
Uniforms and field equipment	Job-specific items	$427.25
Total		**$30,031.00**

Minor Home Repair Program (PY 2026, $9,829)

The resolution creates a Keego Harbor Minor Home Repair grant program, as described in the attached Program Guide:

- **Grants up to $5,000 per household** for health, safety, code and accessibility repairs, such as roofs, furnaces, water heaters, plumbing and electrical work, unsafe steps and porches, and ramps or grab bars. *Cosmetic work and landscaping are not eligible.*
- **Who qualifies:** owner-occupants whose household income is at or below 80% of area median income (for example, $83,850 for a household of four under the County's 2026 limits), with property taxes current and homeowner's insurance in place.
- **How it works:** the City inspects the home, writes the scope of work, obtains quotes and pays licensed contractors directly; no money goes to the homeowner. Applications are ranked by emergency need, then seniors and residents with disabilities, then young children in older homes, then open code violations.
- **Federal requirements:** income verification for every household, lead-safe work practices on homes built before 1978, a site-specific environmental and historic review (about 30 days) before work begins, and contractor eligibility checks.
- **Reach:** the PY 2026 funds will serve about two households at the full grant amount. Applicants not funded will be placed on a waiting list and referred to the County Home Improvement Program; the City plans to request additional Minor Home Repair funds in its PY 2027 application.

Required Submittal to Oakland County

After Council action, the City will send NHD one complete package containing:

Item	What it is	Status
1. Reprogramming request cover letter	Letter on City letterhead to NHD listing each program year, the from/to activity numbers and amounts, and a description of each new activity; signed by the City Manager.	Drafted
2. Proof of public hearing notice	Affidavit of publication from the newspaper and a copy of the notice as published (with web-posting proof if also posted online).	Pending publication
3. Certified minutes and resolution	Council resolution approving the reprogramming and minutes showing the hearing opened, comments received, hearing closed and approval, certified by the City Clerk.	Tonight's action
4. Project descriptions	Program Guide describing the Code Enforcement activity (scope, budget, eligibility) and the Minor Home Repair program guidelines, application and process.	Attached
5. Environmental review record	Part 58 Exempt determination for Code Enforcement (24 CFR 58.34(a)). Minor Home Repair is reviewed by NHD at the program level, with a site-specific review for each home.	Drafted
6. Eligibility documentation	Oakland County Area-Wide Benefit Map for Keego Harbor (9/21/2026) confirming the low/moderate-income service area.	Attached

- No CDBG funds may be spent on the new activities until NHD issues its reprogramming authorization and approves the environmental review.

Strategic Pillars:

- Small-town Character
- Quality of Life Across Generations

Item Costs:
No new General Fund cost. The City continues its existing 16-hour code enforcement budget, and CDBG reimburses the added hours and Minor Home Repair grants after the City pays them. Minor Home Repair intake and inspection will be handled by existing staff. A budget amendment will establish the CDBG revenue and expenditure accounts.

Attachments:
1. 20261029_CDBG Reporgram Request Cover Letter
2. 20261029_CDBG Reprogram Resolution
3. 20261029_Keego-Harbor-Part-58-Exempt-Code-Enforcement
4. 20261029_CDBG Program Guide

Sincerely,
Joseph Gacioch
City Manager

City of Keego Harbor

2025 Beechmont
Keego Harbor, Michigan 48320

"Heart of the Lakes"

FROM: Joseph Gacioch, Interim City Manager
TO: Ashley Hinton, Grant Compliance Coordinator, OC Neighborhood & Housing
Date: October 12, 2026,
RE: Reprogramming Request, City of Keego Harbor, PY 2023,2024,2025, and 2026 CDBG Funds

Dear Ms. Hinton:

The City of Keego Harbor requests the following reprogramming of PY 2023, PY 2024, PY 2025 and PY 2026 Community Development Block Grant funds. Each amount remains within its original program year.

PY	Existing (FROM) Account No.	Existing Activity	Proposed (TO) Account No.	Proposed Activity	Amount
2023	731619	Remove Architectural Barrier	730310	Code Enforcement (15)	$10,173.00
2024	731332	Parks-Recreational Facilities	730310	Code Enforcement (15)	$10,029.00
2025	731332	Parks-Recreational Facilities	730310	Code Enforcement (15)	$9,829.00
2026	731332	Parks-Recreational Facilities	731227	Minor Home Repair (14A)	$9,829.00
Total					**$39,860.00**

Description:

Code Enforcement (PY 2023-2025, $30,031). The City will use these funds to pay the wages costs of additional enforcement hours by its Community Standards Officer, a City employee. The City currently funds up to 16 hours per week of code enforcement from local sources and will continue to do so. CDBG funds will pay only for additional hours above that baseline, increasing coverage up to 32 hours per week. Eligible costs may also include job-specific items allowed under HUD's code enforcement guidance, such as uniforms and a field tablet. Funds will not pay for correcting violations, for zoning administration, or for the 16-hour local baseline.

The activity serves the entire City, which lies within low- and moderate-income eligible census tracts (Low-Mod Area Benefit). Enforcement will be paired with the Minor Home Repair program below and with referrals to the Oakland County Home Improvement Program, so that owners cited for violations have a path to correct them. Together these efforts are intended to arrest decline in the City's older housing stock.

Minor Home Repair (PY 2026, $9,829). The City will establish a Minor Home Repair grant program providing up to $5,000 per household for health, safety, code and accessibility repairs to owner-occupied homes of income-eligible households at or below 80% of Area Median Income (Low-Mod Housing Benefit). Grants will be paid directly to contractors. The project was originally funded for parking lot improvements; the City has determined that a modest parking project would carry environmental, historic review and labor compliance costs out of proportion to its size, and that residents' need for home repair assistance is greater.

I have attached the required backup, including a copy of the public hearing advertisement, certified meeting minutes and Council resolution, project descriptions, and the updated environmental review record as needed. If you have questions or require further information, please contact my office at [phone] or [email].

Sincerely,
Joseph Gacioch, Interim City Manager
City of Keego Harbor



City of Keego Harbor

2025 Beechmont

Keego Harbor, Michigan 4 8 3 2 0

"Heart of the Lakes"

FROM: Joseph Gacioch, Interim City Manager
Date: 11/19/2026
Session: Regular City Council Session
Subject: Approve of a Resolution to Reprogram CDBG Funds from PY 2023, PY 2024, PY 2025 and PY 2026

CITY OF KEEGO HARBOR RESOLUTION NO. [____] APPROVING THE REPROGRAMMING OF PY 2023, 2024, 2025 AND 2026 CDBG FUNDS AND ESTABLISHING A MINOR HOME REPAIR PROGRAM

At a regular meeting of the City Council of the City of Keego Harbor, Oakland County, Michigan, held at City Hall on November 19, 2026 at 7:00 p.m., the following resolution was offered by [member] and supported by [member]:

WHEREAS, the City of Keego Harbor participates in the Oakland County Urban County Community Development Block Grant (CDBG) Program and holds unexpended CDBG balances of $10,173.00 (PY 2023, Remove Architectural Barrier, Activity No. 731619), $10,029.00 (PY 2024, Parks-Recreational Facilities, Activity No. 731332), $9,829.00 (PY 2025, Parks-Recreational Facilities, Activity No. 731332), and $9,829.00 (PY 2026, Parks-Recreational Facilities, Activity No. 731332); and

WHEREAS, the entire City lies within Census Tract 1542, Block Groups 1, 2 and 3, each of which exceeds Oakland County's 36.1% low- and moderate-income exception criteria, and the City's older housing stock shows signs of deterioration that code enforcement, paired with home repair assistance, can help arrest; and

WHEREAS, the City currently funds 16 hours per week of code enforcement from local sources, and the City Council intends to maintain that local commitment so that CDBG funds supplement, and do not supplant, existing City services; and

WHEREAS, income-eligible homeowners in the City need assistance with health, safety, code and accessibility repairs that they cannot otherwise afford; and

WHEREAS, notice of a public hearing on the proposed reprogramming was published in [newspaper] on [date], at least 10 days before the hearing; and

WHEREAS, the Mayor opened the public hearing at [time] p.m.; public comment was received as follows: [summary of comments, or "no public comment was received"]; and the Mayor closed

the public hearing at [time] p.m.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the reprogramming of CDBG funds as follows, with each amount remaining in its original program year:

PY	From (Activity No.)	To (Activity No.)	Amount
2023	Remove Architectural Barrier (731619)	Code Enforcement (730310)	$10,173.00
2024	Parks-Recreational Facilities (731332)	Code Enforcement (730310)	$10,029.00
2025	Parks-Recreational Facilities (731332)	Code Enforcement (730310)	$9,829.00
2026	Parks-Recreational Facilities (731332)	Minor Home Repair (731227)	$9,829.00
Total			**$39,860.00**

BE IT FURTHER RESOLVED that the City will maintain at least 16 hours per week of locally funded code enforcement; CDBG Code Enforcement funds will pay only for hours in excess of that baseline, up to a total of 32 hours per week, and only for costs incurred after Oakland County approves this reprogramming and the related environmental review.

BE IT FURTHER RESOLVED that the City Council establishes the Keego Harbor Minor Home Repair Program and adopts the Minor Home Repair Program Guidelines presented with this resolution, providing grants of up to $5,000 per owner-occupied household at or below 80% of Area Median Income, and authorizes the City Manager to make administrative changes to the Guidelines required by Oakland County or HUD.

BE IT FURTHER RESOLVED that the City Council authorizes the City Manager to sign and submit the reprogramming request and all related documents, and to amend the City budget to establish the CDBG revenue and expenditure accounts needed to administer these activities.

AYES: [names] NAYS: [names] ABSENT: [names]

RESOLUTION DECLARED ADOPTED.

CERTIFICATION

I, Stacy Goodall, Clerk of the City of Keego Harbor, certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a regular meeting held on [date], 2026.

U.S. Department of Housing and Urban Development
451 Seventh Street, SW
Washington, DC 20410
www.hud.gov

espanol.hud.gov

Environmental Review for Activity/Project that is Exempt or Categorically Excluded Not Subject to Section 58.5

Pursuant to 24 CFR Part 58.34(a) and 58.35(b)

Project Information

Project Name: City of Keego Harbor Code Enforcement (PY 2023, PY 2024 and PY 2025 CDBG funds reprogrammed to Code Enforcement)

Responsible Entity: Oakland County, Michigan, Neighborhood & Housing Development Division (NHD)

Grant Recipient (if different than Responsible Entity): City of Keego Harbor, 2025 Beechmont Street, Keego Harbor, MI 48320 (Urban County participating community)

State/Local Identifier: Oakland County CDBG Activity No. 730310 (Program/Account # 172170-730310); HUD Matrix Code 15, Code Enforcement

Preparer: Joseph Gacioch, City Manager, City of Keego Harbor

Certifying Officer Name and Title: David Coulter, Oakland County Executive [NHD to confirm signatory for Exempt reviews]

Consultant (if applicable): No consultant was used; this review was prepared by City of Keego Harbor staff.

Project Location: Citywide, City of Keego Harbor, Oakland County, Michigan 48320: Census Tract 1542, Block Groups 1, 2 and 3 (Low/Mod Area Benefit, 44.7% low- and moderate-income; Oakland County Area-Wide Benefit Map dated 9/21/2026).

Description of the Proposed Project [24 CFR 58.32; 40 CFR 1508.25]**:**
The City of Keego Harbor will use $30,031 in reprogrammed CDBG funds (PY 2023 $10,173; PY 2024 $10,029; PY 2025 $9,829) to pay the salary and employer FICA/Medicare costs of 16 additional hours per week of code enforcement by the City's Community Standards Officer, a City employee, increasing coverage from 16 to 32 hours per week. The City will continue to fund the existing 16-hour baseline with local funds. The budget is $27,500 in salary (about 1,000 hours at $27.50 per hour), $2,103.75 in employer FICA/Medicare, and $427.25 for uniforms and field equipment.

CDBG-funded work is limited to exterior inspections of residential properties, complaint response, re-inspections, notices of violation, case documentation and enforcement proceedings, and referrals of income-eligible owners to the City Minor Home Repair program and the Oakland County Home Improvement Program. The activity consists of personnel costs and the purchase of minor equipment only. It involves no construction, rehabilitation, demolition, acquisition, ground disturbance or other physical change to any property, and CDBG funds will not pay to correct violations.

It is estimated that this activity will take up to five years to complete.

Level of Environmental Review Determination:

☒ Activity/Project is Exempt per 24 CFR 58.34(a): 24 CFR 58.34(a)(5), inspections and testing of properties for hazards or defects; and 58.34(a)(7), purchase of tools (uniforms and field equipment)

☐ Activity/Project is Categorically Excluded Not Subject To §58.5 per 24 CFR 58.35(b):
_____

Funding Information

Grant Number	HUD Program	Funding Amount
[PY 2023 HUD grant no., e.g., B-23-UC-26-XXXX; NHD to provide]	CDBG (PY 2023), Code Enforcement	$10,173.00
[PY 2024 HUD grant no.; NHD to provide]	CDBG (PY 2024), Code Enforcement	$10,029.00
[PY 2025 HUD grant no.; NHD to provide]	CDBG (PY 2025), Code Enforcement	$9,829.00

Estimated Total HUD Funded Amount: $30,031.00

This project anticipates the use of funds or assistance from another Federal agency in addition to HUD in the form of (if applicable)**:** No other Federal funds are anticipated.

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]**:** About $59,635: $30,031.00 CDBG plus about $29,604 in City General Fund support for the 16-hour local baseline over the same period (1,000 hours at $29.60 per hour, including FICA/Medicare).

Compliance with 24 CFR §50.4 and §58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4 and 58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.6		
Airport Runway Clear Zones and Accident Potential Zones 24 CFR Part 51 Subpart D	Yes ☐ No ☒	The project consists of code enforcement personnel costs and minor equipment only and does not involve the sale, acquisition, construction or rehabilitation of property. The City of Keego Harbor is not within 15,000 feet of a military airport or 3,000 feet of a commercial service airport; the nearest airport is Oakland County International Airport (general aviation), about 5 miles northwest in Waterford Township. Source: FAA airport data and map [attach map].
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes ☐ No ☒	This project is not located in a Coastal Barrier Resources System (CBRS) unit. There are no CBRS units in Oakland County. Therefore the project has no potential to affect a CBRS unit and complies with the Coastal Barrier Resources Act. Source: U.S. Fish & Wildlife Service CBRS Mapper [attach map].
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes ☐ No ☒	The project does not involve mortgage insurance, refinance, acquisition, repairs, rehabilitation or construction of a structure, mobile home or insurable personal property. CDBG funds pay only for code enforcement personnel costs and minor equipment, so flood insurance is not required.

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
All authorities listed above	No mitigation measures or conditions are required. CDBG-funded activities are limited to code enforcement personnel costs and minor equipment and involve no physical activity. Any future change in scope that involves physical work will require a new environmental review before funds are committed.

Preparer Signature: _____Date:_____

Name/Title/Organization: Joseph Gacioch, City Manager, City of Keego Harbor

Responsible Entity Agency Official Signature:

_____Date:_____

Name/Title: [Oakland County NHD official, e.g., Katie Tierney, Sr. Specialist - Environmental Officer]

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

9/18/25

"Heart of the Lakes"

City of Keego Harbor

2025 Beechmont

Keego Harbor, Michigan 48320

Project description: Code Enforcement (PY 2023-2025)

- **Activity:** Code Enforcement, matrix code 15 (24 CFR 570.202(c)
- **National objective:** Low-Mod Area Benefit (LMA), 24 CFR 570.208(a)(1)
- **Funding:** PY23 $10,173.00 · PY24 $10,029.00 · PY25 $9,829.00 · total $30,031.00
- **Service area:** Entire City of Keego Harbor: Census Tract 1542, Block Groups 1, 2 and 3. All three exceed Oakland County's exception criteria of 36.1% low- and moderate-income persons (2016-2020 ACS, County Area-Wide Benefit Map dated 9/21/2026, attached)

Block group	Low/mod persons	Universe	Low/mod %
1542 BG 1	400	970	41.2%
1542 BG 2	750	1,480	50.7%
1542 BG 3	335	870	38.5%
Citywide	**1,485**	**3,320**	**44.7%**

Source: Oakland County NHD Area-Wide Benefit Map, City of Keego Harbor (exception criteria 36.1%).

Purpose. Keego Harbor's housing stock is old and under financial strain. About 62% of the City's 1,572 housing units were built before 1980 and 24% before 1940, versus 7% countywide; among owner-occupied homes, about two-thirds predate 1980 and one-third predate 1940. Four in ten households rent, and 30% of units are in buildings of five or more units. About 26% of homeowners and 60% of renters spend 30% or more of income on housing, leaving little for upkeep (ACS 2020-2024 5-year, tables B25024, B25034, B25036, B25106). Exterior deterioration, overgrown lots, failing accessory structures and unsafe porches and steps are common complaints. The City's 16 hours per week of code enforcement is not enough to inspect proactively or follow cases through to compliance. This activity doubles enforcement coverage to 32 hours per week.

Keego Harbor's housing stock is predominantly older, small-lot single-family homes, [insert ACS share of units built before 1978]. Exterior deterioration, overgrown lots, failing accessory structures and unsafe porches and steps are common complaints. The City's 16 hours per week of code enforcement is not enough to inspect proactively or follow cases through to compliance. This activity doubles enforcement coverage to 32 hours per week.

Scope of work. The City's Community Standards Officer, a City employee, will work 16 additional hours per week paid with CDBG funds. CDBG-funded hours will be used only for code enforcement inside the service area:

- Proactive exterior inspections of residential properties, block by block
- Complaint response, re-inspections and case follow-through to compliance
- Notices of violation, case documentation and enforcement proceedings
- Referrals of income-eligible owners to the City Minor Home Repair program and the Oakland County Home Improvement Program

Eligible costs are the officer's salary and fringe benefits for CDBG-funded hours and job-specific items allowed under HUD's code enforcement guidance, such as uniforms and a field tablet [list any planned items and costs]. CDBG will not pay for correcting violations, for zoning or planning work, or for the 16 locally funded hours.

Accompanying improvements and services. Enforcement is paired with resources that help owners comply rather than only cite them: the City Minor Home Repair grants (PY 2026), the County Home Improvement Program, and housing counseling available to all Urban County residents. Together these are expected to arrest decline in the City's residential neighborhoods.

Supplement, not supplant. The City's budget history funds 16 hours per week of code enforcement from the General Fund 101-722-707. That baseline continues. CDBG pays only for hours 17 through 32 each week, documented by signed timesheets. The FYE 27 hourly wage rate is $27.50 per hour.

Budget.

Item	Basis	Amount
Salary, additional hours	1,000 hrs (16 hrs/wk × about 62 wks) × $27.50/hr	$27,500.00
Fringe benefits (FICA, retirement, other)	7.65% of salary	$2,103.75
Uniforms and field equipment	[items, e.g., uniform, field tablet]	$427.25
Total		**$30,031.00**

At $27.50 per hour plus 7.65% employer FICA and Medicare ($29.60 per hour loaded), $30,031 pays for 1,000 additional hours, about 62 weeks at 16 extra hours per week.

Timeline. CDBG-funded hours begin on the date the County issues the reprogramming authorization in November, 2026 and continue until the funds are spent, about 14 months. The City will request reimbursement monthly, spending PY 2023 funds first.

Performance measures. Inspections completed, violations cited, cases brought into compliance, and referrals to home repair programs, reported quarterly.

It is estimated that this activity will take up to five years to complete. (HUD requires this sentence on each environmental review.)

Project description: Minor Home Repair (PY 2026)

- **Activity:** Rehabilitation: Single-Unit Residential, matrix code 14A (24 CFR 570.202)
- **National objective:** Low-Mod Housing (LMH), 24 CFR 570.208(a)(3); each assisted household at or below 80% of Area Median Income
- **Funding:** PY26 $9,829.00
- **Service area:** Owner-occupied single-family homes, including mobile homes on owned land, anywhere in the City

Purpose. Many Keego Harbor homeowners cannot afford repairs that keep their homes safe, code-compliant and livable. Half of the City's 840 owner households are headed by someone 60 or older, about 217 owners spend 30% or more of income on housing, and the City's median household income of $64,896 is about two-thirds of the County's $97,760. The homes are old: about two-thirds of owner-occupied homes were built before 1980 and one-third before 1940, versus 8% countywide (ACS 2020-2024 5-year).

When code enforcement cites these owners, they often have no way to comply. The Minor Home Repair program gives income-eligible owners a grant to fix the problem.

Scope of work. Grants of up to $5,000 per household for repairs that correct health, safety, code or accessibility deficiencies, such as:

- Roof repair, gutters and downspouts
- Furnace, water heater, plumbing and electrical repair or replacement
- Unsafe porches, steps, decks, handrails and exterior doors
- Accessibility: ramps, grab bars, railings, accessible fixtures
- Windows or doors that are broken or fail to secure the home
- Sewer lateral or water service repairs on the owner's side

Cosmetic work, landscaping, additions, appliances that are not fixtures, and pools are not

eligible. Grants are paid directly to licensed, insured contractors, never to the homeowner.

Beneficiaries. About two households at the $5,000 maximum, or more at smaller grant amounts. Each household is counted on a Direct Benefit Activity form (head of household = 1).

Budget.

Item	Amount
Repair grants, up to $5,000 per household	$9,829.00
Program delivery (intake, income verification, inspection, work write-ups)	City-funded, local leverage
Total CDBG	**$9,829.00**

Federal requirements built into the program. Lead-safe work practices on pre-1978 homes (24 CFR Part 35, Subpart J, the $5,000-and-under tier); a per-site Tier II environmental review with the Section 106 checklist and SHPO review before work begins (allow 30 days); a SAM.gov debarment check for each contractor; and conflict-of-interest screening under 24 CFR 570.611. Minor home repair is exempt from Build America, Buy America (BABA), and owner-occupied single-family rehab is not subject to Davis-Bacon wage rules.

Timeline. Applications open within 30 days of County approval. First repairs are expected [about 90 days] after approval, allowing for income verification, the site-specific environmental review and the 30-day SHPO window. All funds spent within 12 months.

It is estimated that this activity will take up to five years to complete.

Environmental review and compliance

No CDBG money may be obligated or spent on either activity until its environmental review is approved; the County will not reimburse earlier costs.

Activity	Review level	Who prepares	What the City supplies
Code Enforcement	Exempt / CENST, 24 CFR 58.34(a)	NHD approves (Katie Tierney); confirm whether NHD or the City drafts it for a reprogramming	Project description (Section 4); signed exempt determination if the City prepares it
Minor Home Repair, program level	Tier I broad review	NHD (tiered)	Project description (Section 5)

Activity	Review level	Who prepares	What the City supplies
Minor Home Repair, each house	Tier II site-specific checklist + Section 106 checklist	City completes per site; NHD reviews	Address, year built, photos, scope of work, floodplain map; send to SHPO and allow 30 days before work begins

Other compliance items:

- **Floodplain.** Check each MHR address against FEMA maps, including the 0.2% annual chance (500-year) floodplain. A home in a flood zone triggers flood insurance and possibly the 8-step process; the guidelines make those homes ineligible unless the County approves.
- **Lead.** Every pre-1978 home gets the *Protect Your Family From Lead* pamphlet, a lead-paint presumption or testing of surfaces to be disturbed, work by an EPA RRP-certified firm, and a worksite clearance at completion. Keeping each grant at or below $5,000 holds the job in the lightest tier of the Lead Safe Housing Rule.
- **Contractors.** Run a SAM.gov exclusion search before each award and print the result. Each job is a micro-purchase (under $10,000), but get two written quotes to show the price is reasonable.
- **Procurement for code enforcement items.** Uniforms or a tablet are micro-purchases; keep the invoice and the check copy.
- **Equal opportunity.** All program advertising carries the equal opportunity statement and the Equal Housing Opportunity logo.
- **Records.** Keep all files for 4 years after the last draw.

Floodplain and conflict-of-interest rules here reflect the County deck and federal regulations; confirm County-specific forms with Katie Tierney (tierneyk@oaklandcountymi.gov, 248-858-5309).

7.0 Minor Home Repair Program Guidelines

Adopted by Council with the resolution in Section 3. Plain-language version for residents goes on the application cover.

7.1 Purpose and funding

The Keego Harbor Minor Home Repair Program gives income-eligible homeowners a grant of up to $5,000 to fix health, safety, code and accessibility problems in the home they live in. The program is funded with Oakland County CDBG funds, $9,829 in PY 2026, and continues only while funds are available.

7.2 Who is eligible

The applicant must meet all of the following:

1. Own the home and live in it as their primary residence, with title or a land contract recorded in the applicant's name
2. Have total household income at or below 80% of Area Median Income for the household size (table below)
3. Be current on City property taxes and water/sewer bills, or on an approved payment plan
4. Carry homeowner's insurance
5. Not have received a City Minor Home Repair grant in the past 5 years

Income limits: Oakland County PY 2026 CDBG income limits, effective June 1, 2026 (source). Household income must be at or below the 80% figure. Update each year when NHD posts new limits.

Household size	1	2	3	4	5	6	7	8
80% AMI (maximum)	$58,700	$67,100	$75,500	$83,850	$90,600	$97,300	$104,000	$110,700

Income is the gross annual income of every household member 18 and over, calculated under HUD's Part 5 definition (24 CFR 5.609) and verified with third-party documents dated within the last 60 days.

7.3 Eligible property

- Single-family home, condominium unit or mobile home on land the applicant owns, inside the City
- Not located in a FEMA flood zone, including the 0.2% annual chance (500-year) floodplain, unless Oakland County approves
- Structurally sound enough that $5,000 of repair will correct the problem; homes needing major rehab are referred to the Oakland County Home Improvement Program

7.4 Eligible and ineligible repairs

Eligible (health, safety, code, accessibility)	Not eligible
Roof repair, gutters, downspouts	Cosmetic work: interior painting, flooring, cabinets
Furnace, water heater, plumbing, electrical	Landscaping, tree removal, lawn care
Unsafe porches, steps, decks, handrails	Additions, garages, new decks, fences for privacy

Eligible (health, safety, code, accessibility)	Not eligible
Exterior doors and broken windows	Pools, hot tubs, appliances that are not fixtures
Ramps, grab bars, accessible fixtures	Work already started or completed
Owner-side sewer lateral or water service	Repairs to rental units or businesses
Correcting open City code violations on the above	Paying fines, fees or the homeowner directly

The City inspector writes the scope of work. Health and safety items come first, then code violations, then accessibility.

7.5 Grant terms

- Grant of up to $5,000 per household, including any change orders; no repayment and no lien
- Paid by the City directly to the contractor after the work passes final inspection and the homeowner signs off
- If the scope exceeds $5,000, the City reduces the scope to the highest-priority items; the homeowner may pay a contractor separately for other work under a separate agreement

7.6 How applicants are selected

The City opens an application window of [45] days, announced in the City newsletter, on the website, at City Hall and through Code Enforcement referrals. Complete, eligible applications are ranked:

1. Emergency: no heat, no water, unsafe electrical, roof leaks into living space
2. Household member 62 or older, or with a disability
3. Child under 6 living in a pre-1978 home
4. Open City code violation that the repair will correct

Ties are broken by the date and time the complete application was received. Applicants who are not funded go on a waiting list for future funding and are referred to the County Home Improvement Program.

7.7 Contractors

Contractors must hold a Michigan residential builder or maintenance and alteration license for the trade, carry general liability and workers' compensation insurance, hold EPA RRP lead-safe certification for work on pre-1978 homes, have a W-9 on file, and not be excluded in SAM.gov. The City collects at least two written quotes per job and awards to the lowest responsible quote.

7.8 Conflict of interest

No City employee, official, appointee or consultant with a role in this program, and no member of their immediate family or business associate, may receive a grant or a contract under it during

their tenure or for one year after, unless HUD grants an exception under 24 CFR 570.611.

7.9 Appeals and fair housing

An applicant found ineligible may appeal in writing to the City Manager within 15 days; the City Manager's decision is final. The program is administered without regard to race, color, religion, sex, national origin, disability, familial status or any other protected class under federal, Michigan or local law.

8. Minor Home Repair application

Compare with the sample applications Pete Essenmacher may source

CITY OF KEEGO HARBOR MINOR HOME REPAIR PROGRAM: APPLICATION

Grants up to $5,000 for health, safety, code and accessibility repairs to your home. Return to Keego Harbor City Hall, 2025 Beechmont Street, Keego Harbor, MI 48320, or [email]. Questions: [phone].

Part A. Applicant

Field	Answer
Applicant name	
Co-applicant name	
Property address	
Phone / email	
Year home was built (if known)	
How long have you lived here?	
Is the home your primary residence?	Yes / No
Is the property in your name?	Deed / Land contract
Are property taxes current?	Yes / No / Payment plan
Do you have homeowner's insurance?	Yes / No

Part B. Household members (everyone who lives in the home)

Name	Relationship	Age	Disability? (Y/N)	Gross monthly income	Source
	Self				

Name	Relationship	Age	Disability? (Y/N)	Gross monthly income	Source
Total household gross monthly income				$	

List all income: wages, Social Security, SSI, pension, unemployment, child support, self-employment, rental income and regular contributions. Also list bank, retirement and other asset balances on a separate sheet; income from assets counts.

Part C. Repairs needed

Describe the problems with your home (for example, furnace not working, roof leaking, broken steps):

[space for answer]

Is this an emergency (no heat, no water, unsafe wiring, active roof leak)? Yes / No Has the City issued a code violation notice for this property? Yes / No Does anyone in the home need accessibility changes (ramp, grab bars)? Yes / No Does a child under 6 live in or regularly visit the home? Yes / No

Part D. Conflict of interest

Are you, or is anyone in your household, a City of Keego Harbor employee, elected or appointed official, or consultant, or related to one? Yes / No. If yes, name and position:

Part E. Demographic information (for federal reporting only)

Race: White / Black or African American / Asian / American Indian or Alaska Native / Native Hawaiian or Other Pacific Islander / multi-racial combinations / Other Ethnicity: Hispanic or Latino / Not Hispanic or Latino Female head of household: Yes / No

Part F. Certification and authorization

I certify that the information in this application is true and complete. I understand that false statements may result in denial or repayment of assistance and may be punishable under federal

law (18 U.S.C. 1001). I authorize the City of Keego Harbor and Oakland County to verify my income, ownership, taxes and insurance, and to inspect my home. I understand that submitting this application does not guarantee a grant, and that no work may begin before the City issues a written Notice to Proceed.

Applicant signature and date: Co-applicant signature and date:

Document checklist (attach copies)

- ☐ Photo ID for each adult
- ☐ Deed, land contract, or mobile home title
- ☐ Most recent property tax bill or receipt
- ☐ Homeowner's insurance declarations page
- ☐ Income for every adult, last 60 days: pay stubs, Social Security or SSI award letter, pension statements, unemployment, child support
- ☐ Most recent federal tax return (or signed statement of non-filing)
- ☐ Two most recent bank statements for every account
- ☐ Self-employed: last 2 years of returns with schedules and year-to-date profit and loss
- ☐ Adults with no income: signed zero-income certification
- ☐ Photos of the problem (optional)

9. MHR process: application to reimbursement

Each repair moves through 14 steps; the City pays the contractor first and is reimbursed by the County through Neighborly. Plan on about 60 to 90 days from complete application to finished repair, most of it the 30-day SHPO window.

#	Step	Who	Document kept in file
1	Announce application window; take applications	City Clerk	Dated application, intake log
2	Check completeness; request missing documents	Program staff [name]	Missing-items letter
3	Calculate household income (Part 5) and compare to 80% AMI	Program staff	Income worksheet, third-party verifications
4	Verify ownership, taxes, insurance,	Program staff	Title/tax printouts, FEMA map, COI answer

#	Step	Who	Document kept in file
	floodplain, conflict of interest		
5	Rank eligible applicants; send eligibility or denial letters	City Manager	Ranking sheet, letters
6	Inspect home; write scope of work and cost estimate	Building official / inspector	Inspection report, photos, work write-up
7	Tier II site review + Section 106 checklist to County; SHPO review	Program staff to NHD; NHD to SHPO	Tier II checklist, SHPO response (allow 30 days)
8	Lead: give pamphlet; presume or test lead paint on surfaces to be disturbed	Program staff	Signed pamphlet receipt, lead determination
9	Get two written quotes; SAM.gov exclusion search; verify license, insurance, RRP	Program staff	Quotes, SAM printout, license and insurance certificates
10	Sign three-party agreement (owner, contractor, City); issue Notice to Proceed	City Manager, owner, contractor	Grant agreement, Notice to Proceed, permits
11	Work completed; final inspection; lead worksite clearance if pre-1978	Contractor; inspector	Final inspection, clearance, owner sign-off
12	City pays contractor from the CDBG MHR expense account	Finance	Itemized invoice (dated before check), check copy
13	Submit draw in Neighborly with checklist package and	Finance / program staff	Reimbursement request letter, Neighborly submission

#	Step	Who	Document kept in file
	Direct Benefit Activity form		
14	Record reimbursement; report household in quarterly subrecipient report	Finance	Deposit record, quarterly report

No contract may be signed and no work may start before steps 7 and 8 are complete. Costs incurred earlier will not be reimbursed.

Fund and accounting setup

1. **Budget amendment.** Adopt with the resolution (or at the next meeting). Create a revenue line for Oakland County CDBG reimbursements and separate expense lines for each activity and program year:

Account	Program year	Budget
CDBG revenue, Oakland County	all	$39,860
Code Enforcement, CDBG salaries and fringe	PY23	$10,173
Code Enforcement, CDBG salaries and fringe	PY24	$10,029
Code Enforcement, CDBG salaries, fringe, equipment	PY25	$9,829
Minor Home Repair grants	PY26	$9,829

2. **Keep the baseline visible.** The existing General Fund code enforcement line stays budgeted at 16 hours per week. CDBG-funded hours post only to the CDBG lines.
3. **Cash flow.** The City pays first and is reimbursed. Plan for up to one $5,000 MHR job plus one month of CDBG payroll (about $2,050 at $27.50/hour plus FICA) outstanding at a time.
4. **Spending order.** Spend and draw PY23 first, then PY24, then PY25, to cut recapture risk and lower the spending ratio.
5. **Neighborly users.** Add at least two City users (the County requires more than one per account): City Manager and Finance.
6. **Draw schedule.** Monthly, with each program year and account on its own line of the reimbursement request letter.
7. **Files.** One folder per MHR household, one per Code Enforcement draw. Keep 4 years after the last draw.

10. Code enforcement draws: time and payroll records

Because the officer is a City employee, each draw is backed by payroll records instead of a vendor invoice. Federal cost rules (2 CFR 200.430) require time records that show actual hours worked, signed by the employee and supervisor. Confirm the exact package with Ashley before the first draw.

Weekly timesheet (one per week, signed by the officer and the City Manager):

Date	Total hours	Local hours (baseline)	CDBG hours	CDBG activity (inspection, re-inspection, notice, case work, referral)	Addresses / case numbers

Rules for the timesheet:

- Local hours are recorded first each week; only hours 17 to 32 can be CDBG hours
- CDBG hours are code enforcement only, inside the City; zoning, planning, meetings unrelated to cases and clerical work for other departments stay on local time
- Record actual hours worked, not budgeted hours

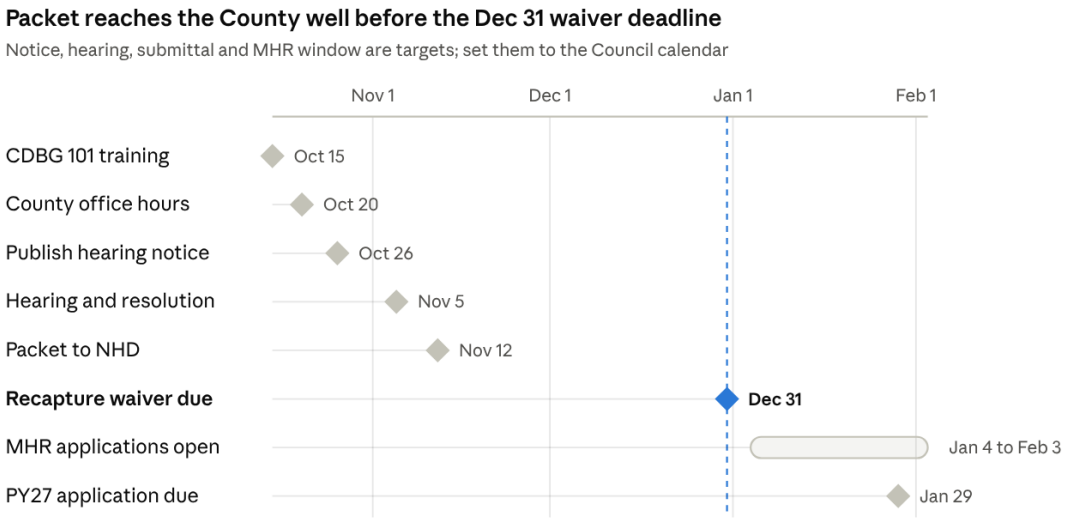
Monthly draw package:

1. Reimbursement request letter on letterhead (County checklist format), each PY and account on its own line
2. Signed weekly timesheets for the period
3. Payroll register showing gross pay for the officer for each pay period
4. Fringe calculation: employer FICA and Medicare, retirement and other benefits at the City's rate, applied to CDBG hours only
5. Proof of payment: payroll direct deposit report or check copies
6. For equipment or uniforms: itemized invoice and check copy
7. Case activity summary for the month: inspections, notices issued, cases closed, MHR and County referrals

Quarterly: report the case counts above in the County's quarterly subrecipient report.

11. Timeline and next steps

A November hearing gets the packet to the County about seven weeks before the Dec 31 waiver deadline, and the same Council can then turn to the PY27 application due Jan 29, 2027.



Staff Reprogramming and PY27 timeline, Oct 2026 to Feb 2027

- ☐ Oct 20 office hours: work through the open items in the Packet overview
- ☐ Get activity account numbers and fill them into Sections 1-3
- ☐ Put the hearing on a November Council agenda; publish the notice at least 10 days before
- ☐ Confirm whether the officer earns fringe beyond FICA/Medicare and list the equipment items; adjust the Section 4 budget if needed
- ☐ Check the income limits in Section 7.2 against the County PDF
- ☐ Name the City program staff person for MHR intake (Section 9)
- ☐ Hold the hearing, adopt the resolution and budget amendment, certify minutes
- ☐ Send the packet to cdbg@oaklandcountymi.gov
- ☐ Send a precautionary recapture waiver letter for PY23/PY24 if approval is pending in December
- ☐ On approval: start the CDBG-funded hours, open the MHR application window
- ☐ PY27: apply for Code Enforcement and Minor Home Repair; count the City's 16 baseline hours and MHR delivery staff time as leverage

City of Keego Harbor

Keego Harbor, Michigan, 48320

From: Joe Gacioch, Interim City Manager

Meeting: November 19, 2026

Subject: Vacant Building and Chronic Nuisance Ordinance

Recommended Action: No action required

Introduction:

Tonight's public hearing concerns a proposed ordinance that amends and restates Article XIII of Chapter 8 of the Code of Ordinances (Ordinance No. 418) and makes related changes to Sections 8-125 and 8-149.1 and the municipal civil infraction fine schedule. The hearing is the public's opportunity to receive written and spoken comment from residents, property owners, and others before you act on the ordinance. The notice is scheduled to be published on November 4.

No vote is needed on November 19. The Council may consider adoption in December, after the hearing and after any changes that come out of public comment. This letter summarizes what the ordinance does, how it reached this point, and the publication and implementation timeline that would follow adoption. The draft ordinance is enclosed.

Background:

What the ordinance does: The ordinance restates the 2011 vacant property article, keeps its registration timing, and adds tools the City does not have today:

- Registration. Owners register a vacant building within 90 days of vacancy (30 days if abandoned) and renew every six months until it is occupied or demolished. Limited exemptions apply, for example for buildings under an active permit, listed for sale or lease, or held in an estate. Fees are set by Council resolution.
- Standards and inspections. Owners must secure open buildings within 72 hours of a directive, limit boarding to three months, and maintain the grounds. City exterior inspections replace the weekly owner inspections in the 2011 ordinance, which are not enforced in practice. Police may check the exterior grounds of a registered vacant building, but the ordinance does not authorize entry into it.
- Chronic nuisance properties. After repeated qualifying incidents or a long continuous violation, and after a written warning, the City may designate a property, vacant or

occupied. The owner must submit an abatement plan and may appeal to the City Council.
- Abatement. After notice, the City may remove rubbish and debris, cut overgrown vegetation, and remove trees that a certified arborist has determined are dangerous. Costs are billed to the owner and may become a lien on the property.
- Penalties. Fines of $150, $250, $500, and $750 for the first through fourth and later offenses within a 12-month lookback (24 months for a designated chronic nuisance property). A building vacant and unregistered or in violation for 180 days is referred for dangerous building review under Article VII.
- The Community Standards Officer has identified five properties to address first under these provisions.

How the ordinance reached this point

- October 13 workshop and meeting. The City Manager presented the proposed amendment to the Council. The Council asked that the Planning Commission receive it and discuss its intent and any bearing on the Zoning Ordinance or the objectives of the 2025 Master Land Use Plan and the 2024 TIFA Development Plan.

- Legal review. City legal counsel has reviewed the draft. The City Prosecutor, Karie Miller, approved the current version for this hearing.

- Planning Commission discussion, [October 29]. The Commission discussed the amendment. Much of the discussion concerned police-related nuisance activity, in particular why certain incidents, such as domestic violence, are not counted. The focus of the ordinance is a property maintenance and building safety tool. It supports enforcement of the adopted International Property Maintenance Code and the State construction codes. It does not investigate or adjudicate crime, which is governed by State criminal law and comes with due process protections. The draft excludes requests for police, fire, or medical help and incidents in which an owner, occupant, or guest is the victim of a crime, because counting them would penalize victims and discourage reporting.
- Violations are municipal civil infractions with escalating fines, not misdemeanors. The City abates ordinary blight itself, but may not remove vehicles, trailers, or other personal property of apparent value without a court order. Appeals go to the City Council.

Strategic Pillars:

1. Small-town Character
2. Quality of Life Across Generations
3. Thoughtful Economic Growth

Item Costs:
N/A

Attachments:
1. 20261012_vacant_nuisance_property_REDLINE.10.20.26_attorney draft
2. 20261119_vacant_nuisance_property_Clean
3. Public_Hearing_Notice_Chapter 8 Vacant and Nuisance Property Ordinance Amendment

Sincerely,
Joseph Gacioch
City Manager

CITY OF KEEGO HARBOR
DRAFT ORDINANCE — VACANT BUILDING AND CHRONIC NUISANCE AMENDMENTS
Redline for City Attorney and Staff Review
Draft of October 12, 2026

CITY OF KEEGO HARBOR
OAKLAND COUNTY, MICHIGAN

ORDINANCE NO. [____]

AN ORDINANCE TO AMEND CHAPTER 8, BUILDINGS AND BUILDING REGULATIONS, OF THE CODE OF ORDINANCES OF THE CITY OF KEEGO HARBOR: TO AMEND SECTION 8-125 TO DESIGNATE THE CODE OFFICIAL AND REGULATE OUTDOOR STORAGE; TO ADD SECTION 8-149.1 TO ESTABLISH THE RELATIONSHIP BETWEEN ARTICLES VI AND VII; TO AMEND AND RESTATE ARTICLE XIII (ORDINANCE NO. 418), SECTIONS 8-697 THROUGH 8-713, AS VACANT BUILDING REGISTRATION, MAINTENANCE, AND CHRONIC NUISANCE PROPERTY; TO AMEND THE MUNICIPAL CIVIL INFRACTION FINE SCHEDULE; AND TO PROVIDE FOR SEVERABILITY, SAVINGS, AND AN EFFECTIVE DATE.

WHEREAS, Section 2.3(y) of the City Charter authorizes the City to regulate the maintenance and occupancy of buildings insofar as they affect health and safety, and to provide for the removal of unsafe buildings; and

WHEREAS, the City has adopted the 2021 International Property Maintenance Code by Section 8-124, but Section 8-125 does not designate the code official responsible for its enforcement; and

WHEREAS, vacant buildings that are not maintained attract trespass, vandalism, arson, vermin, and dumping, increase fire risk to neighboring homes on the City's small and closely spaced lots, depress property values, and require City and Police Department resources to secure and respond to; and

WHEREAS, Article XIII, adopted as Ordinance No. 418 on March 17, 2011, requires registration and maintenance of vacant property, but it lacks specific securing standards, scheduled City inspections, police access, and an escalation tier for chronic properties, and its weekly owner-inspection requirement has not proven practical to enforce; and

WHEREAS, incomplete or unreliable owner contact information delays the securing of open buildings and the enforcement of trespass laws; and

WHEREAS, certain properties generate repeated code violations and nuisance activity over extended periods that existing enforcement tools have not resolved; and

WHEREAS, the City Council finds that the amendments in this Ordinance are necessary to protect the public health, safety, and welfare;

NOW, THEREFORE, THE CITY OF KEEGO HARBOR ORDAINS:

Section 1. Amendment of Section 8-125.

Section 8-125, Additions, insertions, deletions and changes, of Article VI, Property Maintenance Code, of Chapter 8 of the Code of Ordinances is amended to read as follows:

Sec. 8-125. Additions, insertions, deletions and changes.

The following sections of the International Property Maintenance Code are hereby amended or added:

(1) through (4) [Unchanged; not reprinted.]

[Drafting note — delete before adoption: In the Code text provided, Section 8-125 contains five unnumbered items (Sections 101.1, 103.16, 303.14, 602.3, and 602.4), so new items numbered (5) through (7) would duplicate existing numbering. Charter Sec. 6.1 also requires an amended section to be reenacted and published in full, so the existing items should be reprinted rather than omitted. Conform the reference to "Section 8-125(5)" in Section 8-699 when the numbering is settled. Section 103.16 refers to Civil Infraction Ordinance No. 295, which is now codified at Sections 1-7 and 1-8; confirm the cross-reference with the City Attorney.]

(5) Section 103.1 is amended to read as follows:

"103.1 General. The Building Department is hereby designated as the code compliance agency. The Code Enforcement Officer and the Building Official, and any other person designated in writing by the City Manager, shall each be known as the code official for purposes of this code."

(6) Section 301.3 is amended by adding the following at the end:

"Vacant structures shall also comply with Chapter 8, Article XIII of the Code of Ordinances of the City of Keego Harbor. Where Article XIII imposes a more specific or stricter requirement, Article XIII shall control."

(7) Section 302.10 is added to read as follows:

"302.10 Outdoor storage. No person shall store or keep personal property, equipment, materials, or furnishings in a front yard, on an unenclosed front porch, or in any area visible from a street on residentially zoned premises, including but not limited to indoor furniture, household appliances, auto parts, shopping carts, and building materials. The following are exempt:

1. Permanently installed facilities.

2. Bicycles and similar vehicles not powered by a motor, not exceeding two per occupant of the premises.

3. Goods offered at a noncommercial yard sale, for not more than 72 hours.

4. Lawn and patio furniture, umbrellas, benches, and grills, in working and functioning order.

5. Toys, play equipment, and play structures.

6. Building materials for work being performed under an active permit."

Section 2. Addition of Section 8-149.1.

Article VII, Dangerous Buildings, of Chapter 8 is amended by adding Section 8-149.1, to read as follows:

Sec. 8-149.1. Relationship to Article VI.

(a) Whenever a building or structure meets one or more of the conditions listed in Section 8-150, an order to demolish, repair, or maintain the building or structure shall be issued only under this article, by the hearing officer.

(b) The code official may act under Sections 111 and 113 of the International Property Maintenance Code, as adopted by Article VI, for conditions that do not meet Section 8-150.

(c) Nothing in this article limits the emergency measures authorized by Section 112 of the International Property Maintenance Code, including emergency vacating and boarding. The code official may take emergency measures on the code official's own initiative or at the written or recorded request of the Chief of Police or Fire Chief. Where further repair or demolition is needed after emergency measures, the code official shall refer the building for investigation under Section 8-151 within [14] days.

(d) A vacant building that remains unregistered, or in violation of Section 8-703, for 180 days or more shall be referred for investigation under Section 8-151.

Section 3. Amendment and Restatement of Article XIII.

Article XIII of Chapter 8, Sections 8-697 through 8-713, adopted as Ordinance No. 418, is amended and restated in its entirety to read as follows:

[Drafting note — delete before adoption: This text amendment restates former Article XIII (Ordinance No. 418, adopted March 17, 2011). It keeps the existing registration timing (90 days from vacancy; 30 days for abandoned buildings), the notice-and-lien abatement approach, the ownership-search fee, the right of entry after City securing, the re-occupancy rule, and injunctive relief. It replaces the weekly owner-inspection requirement of former §8-705(8) with City exterior inspections under §8-704(b). Confirm with counsel: (1) overlap with Article IX, §§8-556 to 8-558 (Ordinance No. 5-150, foreclosure registration), which this draft

does not amend; (2) section numbering against the codified chapter; (3) carry-over of existing registrations; (4) vacant land and tenant spaces (see §8-698).]

ARTICLE XIII. VACANT BUILDING REGISTRATION, MAINTENANCE, AND CHRONIC NUISANCE PROPERTY

Sec. 8-697. Findings and purpose.

(a) The City Council finds that vacant buildings that are not maintained: (1) endanger the public health, safety, and welfare; (2) deteriorate because their owners do not maintain and repair them; (3) attract trespassers, vermin, vandalism, arson, and illegal dumping; (4) on the City's small and closely spaced lots, increase the risk that fire and infestation will spread to neighboring buildings; (5) depress property values and tax revenues and discourage neighboring owners from improving their property; (6) exert a blighting influence on the neighborhood when boarded for extended periods; (7) often deteriorate until demolition is required, reducing the housing supply; and (8) require the City, including its Police and Fire Departments, to spend resources to secure, inspect, respond to, and abate them.

(b) The Council further finds that owners of vacant buildings should be accountable for their condition, and that properties generating repeated violations and nuisance activity require escalating oversight.

(c) A vacant building maintained in violation of this article is a public nuisance.

(d) This article is adopted under Section 2.3(y) of the City Charter and the City's police power, and supplements Articles VI, VII, and XI of this chapter.

Sec. 8-698. Scope.

This article applies to vacant residential, commercial, and office buildings and structures.

[Drafting note — delete before adoption: Former §8-698 also applied to vacant land, and former §8-699 defined "vacant property" to include unimproved lots and vacant first-floor tenant spaces. Confirm whether the restated article should continue to reach vacant land and tenant spaces.]

Sec. 8-699. Definitions.

For purposes of this article:

Abandoned building means a vacant building that is under a current complaint for foreclosure, notice of foreclosure, or notice of trustee's sale, has a pending tax sale, or has been the subject of a foreclosure sale, deed in lieu of foreclosure, or similar transfer to the holder of a mortgage.

Code official means a person designated under Section 103.1 of the International Property Maintenance Code as amended by Section 8-125(5).

Local agent means a natural person or business entity with a street address, not a post office box, located within [Oakland County / 25 miles of the City], authorized by the owner to accept

notices and service of process and to arrange for repairs and securing, and reachable 24 hours a day.

Owner means any person having legal or equitable title to the property, including a land contract vendee, personal representative, trustee, and a mortgagee in possession or holding a sheriff's deed.

Police-verified nuisance activity means an incident on the property, or committed by a person present on the property with the owner's or occupant's permission, that results in an arrest, a citation, or a written police report finding probable cause of: (1) a controlled substance offense; (2) disorderly conduct; (3) a noise or loud party violation; (4) unlawful discharge of a firearm; (5) prostitution or illegal gambling; or (6) trespass in a vacant building.

Vacant building means a building or structure, or portion of one, that is not lawfully occupied. A building used primarily for storage of goods, vehicles, equipment, materials, or personal property, without regular occupancy for its permitted use, is a vacant building. A building is not occupied merely because it contains furniture or stored items, or because a person periodically visits to inspect, maintain, or retrieve property.

Exceptions: (a) a building lawfully used for storage as its permitted principal use under the Zoning Ordinance, such as a warehouse or self-storage facility in operation; (b) an accessory garage or shed serving an occupied principal building; (c) a building under active construction or rehabilitation with a valid building permit; (d) a dwelling whose owner is temporarily absent for up to [12] months for military service, medical care, or seasonal residence, if the owner notifies the City in writing.

Sec. 8-700. Registration required.

(a) The owner of a vacant building shall register it with the Building Department on a form provided by the City within [90] days after the building becomes vacant (within 30 days for an abandoned building), or within 10 days after receiving written notice from the code official, whichever is earlier.

(b) Registration is valid for six months and shall be renewed every six months until the building is lawfully occupied or demolished.

(c) The registration shall include: (1) the owner's name, street address, telephone number, and email address; (2) the name and 24-hour contact information of a local agent if the owner does not reside in [Oakland County]; (3) the name of any mortgagee or land contract vendor; (4) the date the vacancy began; (5) the status of electric, gas, and water service; (6) the owner's plan and timeline to reoccupy, sell, rehabilitate, or demolish the building; and (7)

(d) The owner shall file an amended registration within 10 days of any change in the information. A new owner shall register within 30 days after acquiring title.

(e) Registration does not excuse compliance with any other ordinance, and a registered building remains subject to all enforcement remedies.

Sec. 8-701. Exemptions and waivers.

(a) Registration under Section 8-700 is not required for a building that is:

(1) Under an active building permit for repair or rehabilitation, with work passing inspection at least once every [90] days;

(2) Actively listed for sale or lease, for not more than [12] months from the date of listing;

(3) The primary residence of a person temporarily absent due to military deployment, medical or assisted-living care, or seasonal residence elsewhere, who intends to return; or

(4) Part of a decedent's estate, for not more than [12] months after the date of death.

(b) An exempt building remains subject to Sections 8-703, 8-706, and 8-707.

(c) The City Manager may waive or reduce registration fees upon written documentation of financial hardship.

Sec. 8-702. Fees.

(a) Registration and renewal fees shall be set by resolution of the City Council in an amount reasonably related to the City's cost of administering this article, including inspections.

(b) A late fee set by resolution shall be charged for any registration or renewal more than 30 days overdue. A property not registered within the required time shall also be charged the City's cost of determining ownership, including title searches.

(c) Unpaid fees are a debt owed to the City and a lien against the property, collectible [by any means permitted by the City Charter and state law, including placement on the tax roll].

Sec. 8-703. Maintenance and security standards.

Each vacant building and its premises shall be maintained in compliance with Article VI of this chapter and the following:

(1) *Securing.* All doors, windows, and other openings accessible to people or animals shall be closed and secured. The owner shall secure any broken or open opening within 72 hours after a written directive from the code official.

(2) *Board-up standard.* Where boarding is used, each opening shall be covered with exterior-grade plywood not less than one-half inch thick, cut to fit the opening, secured with two-inch screws at openings accessible from the ground and with 16-penny common nails elsewhere, and painted a color compatible with the building.

(3) *Duration of boarding.* Boarding may remain in place for not more than three months, after which openings shall be restored with glazing or doors unless the code official approves a written extension tied to a rehabilitation schedule. The one-year limit in Section 113.1 of the International Property Maintenance Code continues to apply.

(4) *Utilities and winterization.* From September 1 through April 30, the owner shall either (a) maintain electric and gas service sufficient to operate any sump pump and keep the interior temperature at not less than 45 degrees Fahrenheit, or (b) provide the code official with written proof that the plumbing system has been drained and winterized. The code official may request that water service be shut off at the curb for a building that is neither heated nor winterized.

(5) *Perishables and debris.* Perishable items, garbage, and debris shall be removed from the exterior of all vacant buildings and from the interior of vacant commercial buildings.

(6) *Grounds.* Grass and weeds shall be maintained in compliance with Section 302.4 of the International Property Maintenance Code, accumulated mail and flyers shall be removed at least weekly, and the premises shall be kept free of dumping.

(7) *Signs and lighting.* Signs and exterior lighting shall be maintained in sound condition or removed. A sign that no longer identifies a use conducted on the property shall be removed within 30 days after the use ends.

(8) *Posting.* The owner shall post a weatherproof placard, visible from the street, stating the name and 24-hour telephone number of the owner or local agent, and "No Trespassing."

Sec. 8-704. Inspections.

(a) The code official shall inspect the interior and exterior of a vacant building before accepting a first registration and at each renewal. The Fire Department may participate.

(b) The code official shall inspect the exterior of each registered vacant building at least quarterly, and at least monthly for a building vacant more than 12 months or with an open violation.

(c) Interior inspections shall be conducted with the consent of the owner or local agent, or under an administrative inspection warrant. Refusal of consent is not a violation, but a registration shall not be accepted until the interior inspection has occurred.

Sec. 8-705. Authorization of exterior police access.

(a) A police officer may enter the exterior grounds of a registered vacant building to check that it is secured and to investigate suspected trespass. Nothing in this section authorizes entry into the interior of a building except as otherwise permitted by law.

(b) A police officer who finds a vacant building unsecured shall report it to the code official, who shall issue a securing directive under Section 8-703(1).

(c) Registration under Section 8-700 shall include the owner’s written authorization for a police officer to enter the exterior grounds of the building as provided in this section.

Sec. 8-706. City abatement and cost recovery.

(a) If the owner fails to comply with a written directive under Section 8-703 within the time stated (72 hours for securing), the code official may cause the work to be performed by City forces or a contractor.

(b) The owner shall be billed the actual cost of the work plus an administrative fee set by resolution of the City Council. Unpaid amounts are a lien against the property, collectible as provided in Section 8-702(c).

(c) This section is in addition to, and does not limit, Section 2.3(u) of the City Charter or Section 113.3 of the International Property Maintenance Code.

(d) After the City has secured a building under this section, the City or its contractor may enter or re-enter the building to inspect for compliance and for emergency or hazardous health and safety conditions.

Sec. 8-707. Chronic nuisance property.

(a) *Qualifying incidents.* Each of the following is a qualifying incident: (1) a written violation notice or citation for a separate occurrence under this chapter or the City's blight provisions; and (2) police-verified nuisance activity.

(b) *Exclusions.* The following shall not be counted as a qualifying incident or used as grounds for designation or any penalty under this section: (1) a request for police, fire, or emergency medical assistance; (2) an incident in which the owner, an occupant, or a guest is the victim of a crime, including domestic violence, sexual assault, or stalking; and (3) a report of criminal activity made by the owner or an occupant.

(c) *Warning notice.* After a second qualifying incident within 12 months, the code official shall send the owner a written warning describing the incidents and the consequences of designation.

(d) *Designation.* The code official may designate a property, whether vacant or occupied, a chronic nuisance property if within any 12-month period it has [three] or more qualifying incidents, or if it remains in continuous violation of this chapter for more than [90] days. The Chief of Police shall report police-verified nuisance activity to the code official monthly. Designation shall be by written notice to the owner stating the grounds.

(e) *Consequences.* For a designated property: (1) the owner shall submit a written abatement plan within 30 days, and the code official may require a meeting with the owner and the Chief of Police; (2) the code official may inspect the exterior monthly; (3) repeat-violation fines shall apply using a 24-month lookback; and (4) the City may bill the owner for each exterior inspection and other code enforcement response after designation, at an hourly rate set by resolution of the City Council that reflects the actual cost of the time of the official performing it, recoverable as provided in Section 8-702(c). The registration and renewal fee under Section 8-702 covers only the inspections required by Section 8-704(a) and (b).

(f) *Termination.* Designation ends after 12 consecutive months with no qualifying incident.

(g) **Notice to abate.** For a designated chronic nuisance property, the code official may issue a written notice to abate to the owner and any occupant, served by first-class mail and by posting on the premises [and by certified mail to the owner's address of record]. The notice shall state: (1) the nature and location of each condition to be abated; (2) the time to abate, which shall be not less than [10] days; (3) that the City may abate the condition, or may seek a court order authorizing abatement, if it is not abated within that time; (4) that the cost of City abatement, plus an administrative fee set by resolution of the City Council, will be a personal debt of the owner and may be assessed as a lien against the property; and (5) the right to appeal under Section 8-710.

(h) **Conditions subject to abatement.** A notice to abate under subsection (g) may require the removal or correction of: (1) rubbish, refuse, litter, brush, and debris kept in a yard, including construction and demolition waste and discarded items that have no apparent value; (2) weeds, grass, and plant growth exceeding eight inches; (3) a tree, or part of a tree, that a certified arborist has determined in writing is dead, diseased, or structurally unsound and a hazard to persons or property; (4) a motor vehicle that is inoperable or unlicensed within the meaning of Section 302.8 of the International Property Maintenance Code, a trailer that is inoperable, unlicensed, or used to store rubbish, and any other personal property that has apparent value; and (5) any other exterior condition that the code official finds to be a hazard to health or safety.

(i) **City abatement; court approval required for vehicles, trailers, and other personal property.** If the owner or occupant has not complied by the time stated in the notice, and has not filed an appeal, the City may abate a condition described in subsection (h)(1), (2), (3), or (5), without a court order, using City forces or a contractor. The City shall photograph the condition before and after abatement and shall keep the certified arborist's written determination in the abatement record. The City shall not remove a motor vehicle, trailer, or other personal property described in subsection (h)(4) unless a court of competent jurisdiction has first issued an order authorizing the removal. The City may petition for the order after the time to abate has expired and any appeal has been decided. If consent to enter the premises is refused, the City may seek an administrative warrant or an order of a court of competent jurisdiction authorizing entry. A timely appeal under Section 8-710 stays abatement of conditions described in subsection (h)(1), (3), (4), and (5) until the appeal is decided, except that an appeal does not stay abatement of a tree that the certified arborist's written determination identifies as an imminent hazard. An appeal does not stay abatement of conditions described in subsection (h)(2).

(j) **Vehicles and trailers.** A motor vehicle or trailer shall not be removed under this section except under a court order described in subsection (i). Before removal, the City shall record its description and condition with dated photographs. The City shall mail notice to the owner of

record of the property and, if known, the registered owner of the vehicle, stating where the vehicle or trailer is held and how to reclaim it. The owner may reclaim it upon payment of towing, storage, and administrative costs. [Disposition of a vehicle or trailer that is not reclaimed within [30] days shall be as provided by the court's order and applicable State law. City Attorney to specify procedure, including whether MCL 257.252a et seq. applies.]

(k) **Cost recovery.** The actual cost of abatement, including the cost of a certified arborist's determination, plus an administrative fee set by resolution of the City Council, is a personal debt of the owner and may be assessed as a lien against the property and collected as provided in Section 8-702(c), and may be assessed against the property as authorized by Section 2.3(u) of the City Charter and State law.

(l) **Court remedies preserved.** A court order is not required to abate conditions described in subsection (h)(1), (2), (3), or (5). A court order is required before the City removes a motor vehicle, trailer, or other personal property described in subsection (h)(4), as provided in subsection (i). The City may instead, or in addition, seek an order abating or enjoining the condition under Section 8-709(d), or any other remedy available in law or equity.

Sec. 8-708. Enforcing officials and information sharing.

(a) The code official and any police officer of the City are authorized local officials to issue municipal civil infraction citations for violations of this article.

(b) Registration information shall be provided to the Police and Fire Departments. Personal contact information shall be disclosed to the public only as required by the Michigan Freedom of Information Act.

Sec. 8-709. Violations and penalties.

(a) Failure to register or renew, or to comply with Section 8-703, 8-705, or 8-707, is a municipal civil infraction under MCL 117.4l and Section 1-7 of this Code, and is not a misdemeanor. Each day a violation continues is a separate offense.

(b) Notwithstanding Section 1-7(c) of this Code, fines shall be as provided in the City's municipal civil infraction fine schedule, except that the fine for a first failure to register shall be not less than $[250]. Failure to register within six months shall not be less than an additional $[500]

(c) The remedies in this article are cumulative with those in Articles VI, VII, and XI of this chapter and Section 2.3(u) of the City Charter.

(d) A violation of this article is a nuisance per se, and the City may bring a civil action in a court of competent jurisdiction for an order abating or enjoining the violation.

Sec. 8-710. Appeals.

An owner may appeal a registration determination, fee, directive, or chronic nuisance designation, or notice to abate under Section 8-707(g), to the City Council by written notice filed within 14 days. An appeal does not stay a 72-hour securing directive or emergency measures under Section 112 of the International Property Maintenance Code.

Sec. 8-711. Re-occupancy.

A vacant building shall not be reoccupied until a certificate of occupancy has been issued and all violations have been corrected under the State Construction Code and the applicable codes of the City. A certificate of occupancy shall not be issued until all outstanding costs, assessments, and liens owed to the City for the property have been paid in full.

Secs. 8-712 and 8-713. Reserved.

Section 4. Amendment of the municipal civil infraction fine schedule.

The municipal civil infraction fine schedule for property maintenance and blight violations, [Sections 1-7(c) and 1-8(e)(1) of this Code, to be confirmed by the City Attorney], is amended as follows:

Offense	Fine
First offense	$150.00
Second offense within the lookback period	$250.00
Third offense within the lookback period	$500.00
Fourth and each subsequent offense within the lookback period	$750.00

Lookback period: 12 months, except 24 months for a property designated a chronic nuisance property under Section 8-707.

The penalties in Section 8-633 (rental registration) are not amended by this Ordinance.

Section 5. Ordinance No. 418.

Ordinance No. 418, adopted March 17, 2011 and codified as Article XIII of Chapter 8, is amended and restated in its entirety by Section 3 of this Ordinance. A property registered under former Article XIII remains registered until its registration expires, and shall renew under Section 8-700. Violations occurring before the effective date may be enforced under former Article XIII as provided in Section 7.

Section 6. Severability.

If any section, subsection, sentence, clause, or phrase of this Ordinance is held invalid by a court of competent jurisdiction, that holding shall not affect the validity of the remaining portions of this Ordinance, which shall remain in full force and effect.

Section 7. Savings clause.

The amendment or repeal of any ordinance by this Ordinance shall not affect any violation occurring, penalty incurred, or proceeding pending before the effective date of this Ordinance. Such matters may be enforced and prosecuted under the ordinance in effect when the violation occurred.

Section 8. Effective date.

This Ordinance shall take effect [twenty (20)] days after its publication. Registration under Section 8-700 shall be required for buildings vacant on the effective date within [60] days after the effective date.

CERTIFICATION

I, the undersigned City Clerk of the City of Keego Harbor, certify that this Ordinance was introduced at a regular meeting of the City Council on [date], adopted at a regular meeting on [date], and published in [newspaper] on [date].

Yeas: [____]

Nays: [____]

Absent: [____]

_____

[Name], City Clerk

_____

[Name], Mayor

CITY OF KEEGO HARBOR
DRAFT ORDINANCE — VACANT BUILDING AND CHRONIC NUISANCE AMENDMENTS
Redline for City Attorney and Staff Review
Draft of October 12, 2026

CITY OF KEEGO HARBOR
OAKLAND COUNTY, MICHIGAN

ORDINANCE NO. [____]

AN ORDINANCE TO AMEND CHAPTER 8, BUILDINGS AND BUILDING REGULATIONS, OF THE CODE OF ORDINANCES OF THE CITY OF KEEGO HARBOR: TO AMEND SECTION 8-125 TO DESIGNATE THE CODE OFFICIAL AND REGULATE OUTDOOR STORAGE; TO ADD SECTION 8-149.1 TO ESTABLISH THE RELATIONSHIP BETWEEN ARTICLES VI AND VII; TO AMEND AND RESTATE ARTICLE XIII (ORDINANCE NO. 418), SECTIONS 8-697 THROUGH 8-713, AS VACANT BUILDING REGISTRATION, MAINTENANCE, AND CHRONIC NUISANCE PROPERTY; TO AMEND THE MUNICIPAL CIVIL INFRACTION FINE SCHEDULE; AND TO PROVIDE FOR SEVERABILITY, SAVINGS, AND AN EFFECTIVE DATE.

WHEREAS, Section 2.3(y) of the City Charter authorizes the City to regulate the maintenance and occupancy of buildings insofar as they affect health and safety, and to provide for the removal of unsafe buildings; and

WHEREAS, the City has adopted the 2021 International Property Maintenance Code by Section 8-124, but Section 8-125 does not designate the code official responsible for its enforcement; and

WHEREAS, vacant buildings that are not maintained attract trespass, vandalism, arson, vermin, and dumping, increase fire risk to neighboring homes on the City's small and closely spaced lots, depress property values, and require City and Police Department resources to secure and respond to; and

WHEREAS, Article XIII, adopted as Ordinance No. 418 on March 17, 2011, requires registration and maintenance of vacant property, but it lacks specific securing standards, scheduled City inspections, police access, and an escalation tier for chronic properties, and its weekly owner-inspection requirement has not proven practical to enforce; and

WHEREAS, incomplete or unreliable owner contact information delays the securing of open buildings and the enforcement of trespass laws; and

WHEREAS, certain properties generate repeated code violations and nuisance activity over extended periods that existing enforcement tools have not resolved; and

WHEREAS, the City Council finds that the amendments in this Ordinance are necessary to protect the public health, safety, and welfare;

NOW, THEREFORE, THE CITY OF KEEGO HARBOR ORDAINS:

Section 1. Amendment of Section 8-125.

Section 8-125, Additions, insertions, deletions and changes, of Article VI, Property Maintenance Code, of Chapter 8 of the Code of Ordinances is amended to read as follows:

Sec. 8-125. Additions, insertions, deletions and changes.

The following sections of the International Property Maintenance Code are hereby amended or added:

(1) through (4) [Unchanged; not reprinted.]

(5) Section 103.1 is amended to read as follows:

"103.1 General. The Building Department is hereby designated as the code compliance agency. The Code Enforcement Officer and the Building Official, and any other person designated in writing by the City Manager, shall each be known as the code official for purposes of this code."

(6) Section 301.3 is amended by adding the following at the end:

"Vacant structures shall also comply with Chapter 8, Article XIII of the Code of Ordinances of the City of Keego Harbor. Where Article XIII imposes a more specific or stricter requirement, Article XIII shall control."

(7) Section 302.10 is added to read as follows:

"302.10 Outdoor storage. No person shall store or keep personal property, equipment, materials, or furnishings in a front yard, on an unenclosed front porch, or in any area visible from a street on residentially zoned premises, including but not limited to indoor furniture, household appliances, auto parts, shopping carts, and building materials. The following are exempt:

1. Permanently installed facilities.

2. Bicycles and similar vehicles not powered by a motor, not exceeding two per occupant of the premises.

3. Goods offered at a noncommercial yard sale, for not more than 72 hours.

4. Lawn and patio furniture, umbrellas, benches, and grills, in working and functioning order.

5. Toys, play equipment, and play structures.

6. Building materials for work being performed under an active permit."

Section 2. Addition of Section 8-149.1.

Article VII, Dangerous Buildings, of Chapter 8 is amended by adding Section 8-149.1, to read as follows:

Sec. 8-149.1. Relationship to Article VI.

(a) Whenever a building or structure meets one or more of the conditions listed in Section 8-150, an order to demolish, repair, or maintain the building or structure shall be issued only under this article, by the hearing officer.

(b) The code official may act under Sections 111 and 113 of the International Property Maintenance Code, as adopted by Article VI, for conditions that do not meet Section 8-150.

(c) Nothing in this article limits the emergency measures authorized by Section 112 of the International Property Maintenance Code, including emergency vacating and boarding. The code official may take emergency measures on the code official's own initiative or at the written or recorded request of the Chief of Police or Fire Chief. Where further repair or demolition is needed after emergency measures, the code official shall refer the building for investigation under Section 8-151 within [14] days.

(d) A vacant building that remains unregistered, or in violation of Section 8-703, for 180 days or more shall be referred for investigation under Section 8-151.

Section 3. Amendment and Restatement of Article XIII.

Article XIII of Chapter 8, Sections 8-697 through 8-713, adopted as Ordinance No. 418, is amended and restated in its entirety to read as follows:

ARTICLE XIII. VACANT BUILDING REGISTRATION, MAINTENANCE, AND CHRONIC NUISANCE PROPERTY

Sec. 8-697. Findings and purpose.

(a) The City Council finds that vacant buildings that are not maintained: (1) endanger the public health, safety, and welfare; (2) deteriorate because their owners do not maintain and repair them; (3) attract trespassers, vermin, vandalism, arson, and illegal dumping; (4) on the City's small and closely spaced lots, increase the risk that fire and infestation will spread to neighboring buildings; (5) depress property values and tax revenues and discourage neighboring owners from improving their property; (6) exert a blighting influence on the neighborhood when boarded for extended periods; (7) often deteriorate until demolition is required, reducing the housing supply; and (8) require the City, including its Police and Fire Departments, to spend resources to secure, inspect, respond to, and abate them.

(b) The Council further finds that owners of vacant buildings should be accountable for their condition, and that properties generating repeated violations and nuisance activity require escalating oversight.

(c) A vacant building maintained in violation of this article is a public nuisance.

(d) This article is adopted under Section 2.3(y) of the City Charter and the City's police power, and supplements Articles VI, VII, and XI of this chapter.

Sec. 8-698. Scope.

This article applies to vacant residential, commercial, and office buildings and structures.

Sec. 8-699. Definitions.

For purposes of this article:

Abandoned building means a vacant building that is under a current complaint for foreclosure, notice of foreclosure, or notice of trustee's sale, has a pending tax sale, or has been the subject of a foreclosure sale, deed in lieu of foreclosure, or similar transfer to the holder of a mortgage.

Code official means a person designated under Section 103.1 of the International Property Maintenance Code as amended by Section 8-125(5).

Local agent means a natural person or business entity with a street address, not a post office box, located within [Oakland County / 25 miles of the City], authorized by the owner to accept notices and service of process and to arrange for repairs and securing, and reachable 24 hours a day.

Owner means any person having legal or equitable title to the property, including a land contract vendee, personal representative, trustee, and a mortgagee in possession or holding a sheriff's deed.

Police-verified nuisance activity means an incident on the property, or committed by a person present on the property with the owner's or occupant's permission, that results in an arrest, a citation, or a written police report finding probable cause of: (1) a controlled substance offense; (2) disorderly conduct; (3) a noise or loud party violation; (4) unlawful discharge of a firearm; (5) prostitution or illegal gambling; or (6) trespass in a vacant building.

Vacant building means a building or structure, or portion of one, that is not lawfully occupied. A building used primarily for storage of goods, vehicles, equipment, materials, or personal property, without regular occupancy for its permitted use, is a vacant building. A building is not occupied merely because it contains furniture or stored items, or because a person periodically visits to inspect, maintain, or retrieve property.

Exceptions: (a) a building lawfully used for storage as its permitted principal use under the Zoning Ordinance, such as a warehouse or self-storage facility in operation; (b) an accessory garage or shed serving an occupied principal building; (c) a building under active construction or

rehabilitation with a valid building permit; (d) a dwelling whose owner is temporarily absent for up to [12] months for military service, medical care, or seasonal residence, if the owner notifies the City in writing.

Sec. 8-700. Registration required.

(a) The owner of a vacant building shall register it with the Building Department on a form provided by the City within [90] days after the building becomes vacant (within 30 days for an abandoned building), or within 10 days after receiving written notice from the code official, whichever is earlier.

(b) Registration is valid for six months and shall be renewed every six months until the building is lawfully occupied or demolished.

(c) The registration shall include: (1) the owner's name, street address, telephone number, and email address; (2) the name and 24-hour contact information of a local agent if the owner does not reside in [Oakland County]; (3) the name of any mortgagee or land contract vendor; (4) the date the vacancy began; (5) the status of electric, gas, and water service; (6) the owner's plan and timeline to reoccupy, sell, rehabilitate, or demolish the building; and (7)

(d) The owner shall file an amended registration within 10 days of any change in the information. A new owner shall register within 30 days after acquiring title.

(e) Registration does not excuse compliance with any other ordinance, and a registered building remains subject to all enforcement remedies.

Sec. 8-701. Exemptions and waivers.

(a) Registration under Section 8-700 is not required for a building that is:

(1) Under an active building permit for repair or rehabilitation, with work passing inspection at least once every [90] days;

(2) Actively listed for sale or lease, for not more than [12] months from the date of listing;

(3) The primary residence of a person temporarily absent due to military deployment, medical or assisted-living care, or seasonal residence elsewhere, who intends to return; or

(4) Part of a decedent's estate, for not more than [12] months after the date of death.

(b) An exempt building remains subject to Sections 8-703, 8-706, and 8-707.

(c) The City Manager may waive or reduce registration fees upon written documentation of financial hardship.

Sec. 8-702. Fees.

(a) Registration and renewal fees shall be set by resolution of the City Council in an amount reasonably related to the City's cost of administering this article, including inspections.

(b) A late fee set by resolution shall be charged for any registration or renewal more than 30 days overdue. A property not registered within the required time shall also be charged the City's cost of determining ownership, including title searches.

(c) Unpaid fees are a debt owed to the City and a lien against the property, collectible [by any means permitted by the City Charter and state law, including placement on the tax roll].

Sec. 8-703. Maintenance and security standards.

Each vacant building and its premises shall be maintained in compliance with Article VI of this chapter and the following:

(1) *Securing.* All doors, windows, and other openings accessible to people or animals shall be closed and secured. The owner shall secure any broken or open opening within 72 hours after a written directive from the code official.

(2) *Board-up standard.* Where boarding is used, each opening shall be covered with exterior-grade plywood not less than one-half inch thick, cut to fit the opening, secured with two-inch screws at openings accessible from the ground and with 16-penny common nails elsewhere, and painted a color compatible with the building.

(3) *Duration of boarding.* Boarding may remain in place for not more than three months, after which openings shall be restored with glazing or doors unless the code official approves a written extension tied to a rehabilitation schedule. The one-year limit in Section 113.1 of the International Property Maintenance Code continues to apply.

(4) *Utilities and winterization.* From September 1 through April 30, the owner shall either (a) maintain electric and gas service sufficient to operate any sump pump and keep the interior temperature at not less than 45 degrees Fahrenheit, or (b) provide the code official with written proof that the plumbing system has been drained and winterized. The code official may request that water service be shut off at the curb for a building that is neither heated nor winterized.

(5) *Perishables and debris.* Perishable items, garbage, and debris shall be removed from the exterior of all vacant buildings and from the interior of vacant commercial buildings.

(6) *Grounds.* Grass and weeds shall be maintained in compliance with Section 302.4 of the International Property Maintenance Code, accumulated mail and flyers shall be removed at least weekly, and the premises shall be kept free of dumping.

(7) *Signs and lighting.* Signs and exterior lighting shall be maintained in sound condition or removed. A sign that no longer identifies a use conducted on the property shall be removed within 30 days after the use ends.

(8) *Posting.* The owner shall post a weatherproof placard, visible from the street, stating the name and 24-hour telephone number of the owner or local agent, and "No Trespassing."

Sec. 8-704. Inspections.

(a) The code official shall inspect the interior and exterior of a vacant building before accepting a first registration and at each renewal. The Fire Department may participate.

(b) The code official shall inspect the exterior of each registered vacant building at least quarterly, and at least monthly for a building vacant more than 12 months or with an open violation.

(c) Interior inspections shall be conducted with the consent of the owner or local agent, or under an administrative inspection warrant. Refusal of consent is not a violation, but a registration shall not be accepted until the interior inspection has occurred.

Sec. 8-705. Authorization of exterior police access.

(a) A police officer may enter the exterior grounds of a registered vacant building to check that it is secured and to investigate suspected trespass. Nothing in this section authorizes entry into the interior of a building except as otherwise permitted by law.

(b) A police officer who finds a vacant building unsecured shall report it to the code official, who shall issue a securing directive under Section 8-703(1).

(c) Registration under Section 8-700 shall include the owner's written authorization for a police officer to enter the exterior grounds of the building as provided in this section.

Sec. 8-706. City abatement and cost recovery.

(a) If the owner fails to comply with a written directive under Section 8-703 within the time stated (72 hours for securing), the code official may cause the work to be performed by City forces or a contractor.

(b) The owner shall be billed the actual cost of the work plus an administrative fee set by resolution of the City Council. Unpaid amounts are a lien against the property, collectible as provided in Section 8-702(c).

(c) This section is in addition to, and does not limit, Section 2.3(u) of the City Charter or Section 113.3 of the International Property Maintenance Code.

(d) After the City has secured a building under this section, the City or its contractor may enter or re-enter the building to inspect for compliance and for emergency or hazardous health and safety conditions.

Sec. 8-707. Chronic nuisance property.

(a) *Qualifying incidents.* Each of the following is a qualifying incident: (1) a written violation notice or citation for a separate occurrence under this chapter or the City's blight provisions; and (2) police-verified nuisance activity.

(b) *Exclusions.* The following shall not be counted as a qualifying incident or used as grounds for designation or any penalty under this section: (1) a request for police, fire, or emergency medical assistance; (2) an incident in which the owner, an occupant, or a guest is the victim of a crime, including domestic violence, sexual assault, or stalking; and (3) a report of criminal activity made by the owner or an occupant.

(c) *Warning notice.* After a second qualifying incident within 12 months, the code official shall send the owner a written warning describing the incidents and the consequences of designation.

(d) *Designation.* The code official may designate a property, whether vacant or occupied, a chronic nuisance property if within any 12-month period it has [three] or more qualifying incidents, or if it remains in continuous violation of this chapter for more than [90] days. The Chief of Police shall report police-verified nuisance activity to the code official monthly. Designation shall be by written notice to the owner stating the grounds.

(e) *Consequences.* For a designated property: (1) the owner shall submit a written abatement plan within 30 days, and the code official may require a meeting with the owner and the Chief of Police; (2) the code official may inspect the exterior monthly; (3) repeat-violation fines shall apply using a 24-month lookback; and (4) the City may bill the owner for each exterior inspection and other code enforcement response after designation, at an hourly rate set by resolution of the City Council that reflects the actual cost of the time of the official performing it, recoverable as provided in Section 8-702(c). The registration and renewal fee under Section 8-702 covers only the inspections required by Section 8-704(a) and (b).

(f) *Termination.* Designation ends after 12 consecutive months with no qualifying incident.

(g) **Notice to abate.** For a designated chronic nuisance property, the code official may issue a written notice to abate to the owner and any occupant, served by first-class mail and by posting on the premises [and by certified mail to the owner's address of record]. The notice shall state: (1) the nature and location of each condition to be abated; (2) the time to abate, which shall be not less than [10] days; (3) that the City may abate the condition, or may seek a court order authorizing abatement, if it is not abated within that time; (4) that the cost of City abatement, plus an administrative fee set by resolution of the City Council, will be a personal debt of the owner and may be assessed as a lien against the property; and (5) the right to appeal under Section 8-710.

(h) **Conditions subject to abatement.** A notice to abate under subsection (g) may require the removal or correction of: (1) rubbish, refuse, litter, brush, and debris kept in a yard, including construction and demolition waste and discarded items that have no apparent value; (2) weeds, grass, and plant growth exceeding eight inches; (3) a tree, or part of a tree, that a certified arborist has determined in writing is dead, diseased, or structurally unsound and a hazard to persons or property; (4) a motor vehicle that is inoperable or unlicensed within the meaning of Section 302.8 of the International Property Maintenance Code, a trailer that is inoperable,

unlicensed, or used to store rubbish, and any other personal property that has apparent value; and (5) any other exterior condition that the code official finds to be a hazard to health or safety.

(i) **City abatement; court approval required for vehicles, trailers, and other personal property.** If the owner or occupant has not complied by the time stated in the notice, and has not filed an appeal, the City may abate a condition described in subsection (h)(1), (2), (3), or (5), without a court order, using City forces or a contractor. The City shall photograph the condition before and after abatement and shall keep the certified arborist's written determination in the abatement record. The City shall not remove a motor vehicle, trailer, or other personal property described in subsection (h)(4) unless a court of competent jurisdiction has first issued an order authorizing the removal. The City may petition for the order after the time to abate has expired and any appeal has been decided. If consent to enter the premises is refused, the City may seek an administrative warrant or an order of a court of competent jurisdiction authorizing entry. A timely appeal under Section 8-710 stays abatement of conditions described in subsection (h)(1), (3), (4), and (5) until the appeal is decided, except that an appeal does not stay abatement of a tree that the certified arborist's written determination identifies as an imminent hazard. An appeal does not stay abatement of conditions described in subsection (h)(2).

(j) **Vehicles and trailers.** A motor vehicle or trailer shall not be removed under this section except under a court order described in subsection (i). Before removal, the City shall record its description and condition with dated photographs. The City shall mail notice to the owner of record of the property and, if known, the registered owner of the vehicle, stating where the vehicle or trailer is held and how to reclaim it. The owner may reclaim it upon payment of towing, storage, and administrative costs. [Disposition of a vehicle or trailer that is not reclaimed within [30] days shall be as provided by the court's order and applicable State law. City Attorney to specify procedure, including whether MCL 257.252a et seq. applies.]

(k) **Cost recovery.** The actual cost of abatement, including the cost of a certified arborist's determination, plus an administrative fee set by resolution of the City Council, is a personal debt of the owner and may be assessed as a lien against the property and collected as provided in Section 8-702(c), and may be assessed against the property as authorized by Section 2.3(u) of the City Charter and State law.

(l) **Court remedies preserved.** A court order is not required to abate conditions described in subsection (h)(1), (2), (3), or (5). A court order is required before the City removes a motor vehicle, trailer, or other personal property described in subsection (h)(4), as provided in subsection (i). The City may instead, or in addition, seek an order abating or enjoining the condition under Section 8-709(d), or any other remedy available in law or equity.

Sec. 8-708. Enforcing officials and information sharing.

(a) The code official and any police officer of the City are authorized local officials to issue municipal civil infraction citations for violations of this article.

(b) Registration information shall be provided to the Police and Fire Departments. Personal contact information shall be disclosed to the public only as required by the Michigan Freedom of Information Act.

Sec. 8-709. Violations and penalties.

(a) Failure to register or renew, or to comply with Section 8-703, 8-705, or 8-707, is a municipal civil infraction under MCL 117.4l and Section 1-7 of this Code, and is not a misdemeanor. Each day a violation continues is a separate offense.

(b) Notwithstanding Section 1-7(c) of this Code, fines shall be as provided in the City's municipal civil infraction fine schedule, except that the fine for a first failure to register shall be not less than $[250]. Failure to register within six months shall not be less than an additional $[500]

(c) The remedies in this article are cumulative with those in Articles VI, VII, and XI of this chapter and Section 2.3(u) of the City Charter.

(d) A violation of this article is a nuisance per se, and the City may bring a civil action in a court of competent jurisdiction for an order abating or enjoining the violation.

Sec. 8-710. Appeals.

An owner may appeal a registration determination, fee, directive, or chronic nuisance designation, or notice to abate under Section 8-707(g), to the City Council by written notice filed within 14 days. An appeal does not stay a 72-hour securing directive or emergency measures under Section 112 of the International Property Maintenance Code.

Sec. 8-711. Re-occupancy.

A vacant building shall not be reoccupied until a certificate of occupancy has been issued and all violations have been corrected under the State Construction Code and the applicable codes of the City. A certificate of occupancy shall not be issued until all outstanding costs, assessments, and liens owed to the City for the property have been paid in full.

Secs. 8-712 and 8-713. Reserved.

Section 4. Amendment of the municipal civil infraction fine schedule.

The municipal civil infraction fine schedule for property maintenance and blight violations, [Sections 1-7(c) and 1-8(e)(1) of this Code, to be confirmed by the City Attorney], is amended as follows:

Offense	Fine
First offense	$150.00
Second offense within the lookback period	$250.00
Third offense within the lookback period	$500.00
Fourth and each subsequent offense within the lookback period	$750.00

Lookback period: 12 months, except 24 months for a property designated a chronic nuisance property under Section 8-707.

The penalties in Section 8-633 (rental registration) are not amended by this Ordinance.

Section 5. Ordinance No. 418.

Ordinance No. 418, adopted March 17, 2011 and codified as Article XIII of Chapter 8, is amended and restated in its entirety by Section 3 of this Ordinance. A property registered under former Article XIII remains registered until its registration expires, and shall renew under Section 8-700. Violations occurring before the effective date may be enforced under former Article XIII as provided in Section 7.

Section 6. Severability.

If any section, subsection, sentence, clause, or phrase of this Ordinance is held invalid by a court of competent jurisdiction, that holding shall not affect the validity of the remaining portions of this Ordinance, which shall remain in full force and effect.

Section 7. Savings clause.

The amendment or repeal of any ordinance by this Ordinance shall not affect any violation occurring, penalty incurred, or proceeding pending before the effective date of this Ordinance. Such matters may be enforced and prosecuted under the ordinance in effect when the violation occurred.

Section 8. Effective date.

This Ordinance shall take effect [twenty (20)] days after its publication. Registration under Section 8-700 shall be required for buildings vacant on the effective date within [60] days after the effective date.

CERTIFICATION

I, the undersigned City Clerk of the City of Keego Harbor, certify that this Ordinance was introduced at a regular meeting of the City Council on [date], adopted at a regular meeting on [date], and published in [newspaper] on [date].

Yeas: [____]

Nays: [____]

Absent: [____]

_____

[Name], City Clerk

_____

[Name], Mayor

City of Keego Harbor
2025 Beechmont
Keego Harbor, Michigan 48320
"Heart of the Lakes"

Public hearing notice

CITY OF KEEGO HARBOR NOTICE OF PUBLIC HEARING PROPOSED AMENDMENT TO CHAPTER 8, BUILDINGS AND BUILDING REGULATIONS, OF THE CODE OF ORDINANCES: VACANT BUILDING REGISTRATION, MAINTENANCE, AND CHRONIC NUISANCE PROPERTY

Notice is hereby given that the Keego Harbor City Council will hold a Public Hearing during its Regular Session on Thursday, November 19, 2026 at 7:00 p.m. at Keego Harbor City Hall, 2025 Beechmont Street, Keego Harbor, MI 48320, to receive written and verbal comment regarding a proposed ordinance that would:

- **Vacant building registration.** Amend and restate Article XIII of Chapter 8 of the Code of Ordinances (Ordinance No. 418), Sections 8-697 through 8-713, as Vacant Building Registration, Maintenance, and Chronic Nuisance Property. Owners would register vacant buildings and renew the registration every six months, meet maintenance and security standards, and be subject to City exterior inspections.
- **Chronic nuisance property.** Allow the City to designate a property as a chronic nuisance property after repeated qualifying incidents and, after notice to the owner, to abate rubbish and debris, overgrown vegetation, and dangerous trees. The City could not remove vehicles, trailers, or other personal property of apparent value without a court order.
- **Related amendments.** Amend Section 8-125 (Property Maintenance Code) to designate the code official and regulate outdoor storage; add Section 8-149.1 on the relationship between the Property Maintenance Code and the Dangerous Buildings article; and amend the municipal civil infraction fine schedule.

The proposed ordinance is available for public inspection at the office of the City Clerk, City Hall, 2025 Beechmont Street, during regular business hours, [hours], and on the City's website at www.keegoharbor.org. Written comments may be submitted to the City Clerk at the address above or clerk@keegoharbor.org before the hearing and will be provided to the City Council. Arrangements to reasonably accommodate special needs, including handicap accessibility or interpreter, will be made upon receiving 72-hour advance notice. Contact Stacy Goodall at 248-515-5841, City Hall, 2025 Beechmont Street, for special services. The City of Keego Harbor is an equal opportunity provider of programs and activities.

Stacy Goodall, Publish Date: 11/04/2026



KEEGO HARBOR PARKS & REC

WINTER WONDERLAND PARK

FRIDAY, DECEMBER 4, 2026 @ 6PM

Please bring non-perishable food items, winter hats, & gloves/mittens to benefit the **Open Door Outreach Center**!



Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank APCHS ACCOUNTS PAYABLE						
10/07/2026	APCHS	65956	MISC	ALMA LEDEZMA	REIMBURSEMENT FOR DECORATIONS	162.75
10/07/2026	APCHS	65957	AT & T	AT & T	SEPTEMBER PHONE AND INTERNET	237.92
10/07/2026	APCHS	65958	CHARTER WB	CHARTER TOWNSHIP OF WEST BLOOMFIELD	TRI-CITY DISPATCH QUARTER 4	18,811.72
10/07/2026	APCHS	65959	CARDMEMBER	CHASE CARD SERVICES	AUGUST CARD PURCHASES	4,093.50
10/07/2026	APCHS	65960	COMCAST	COMCAST	OCTOBER DPW INTERNET	127.90
10/07/2026	APCHS	65961	CORELOGIC	CORELOGIC REAL ESTATE TAX SERVICE	TAX REFUND	14,912.17
10/07/2026	APCHS	65962	HILLS, DAV	DAVE HILLS	SEPTEMBER INSPECTIONS	5,125.00
10/07/2026	APCHS	65963	FORSTER	FORSTER PARRY SYLVAN LLC	SEPTEMBER PD CAR WASHES	27.00
10/07/2026	APCHS	65964	MISC	FRANCIS GOJCAJ	TAX REFUND	298.00
10/07/2026	APCHS	65965	GMH	GIRAMARCO,MULLINS & HORTON, P.C.	SEPTEMBER RETAINER	2,520.30
10/07/2026	APCHS	65966	GMH	GIRAMARCO,MULLINS & HORTON, P.C.	SEPTEMBER LABOR & EMPLOYMENT	2,781.75
10/07/2026	APCHS	65967	GMH	GIRAMARCO,MULLINS & HORTON, P.C.	SEPTEMBER PROSECUTIONS	3,135.00
10/07/2026	APCHS	65968	GMH	GIRAMARCO,MULLINS & HORTON, P.C.	SEPTEMBER TAX TRIBUNAL	60.00
10/07/2026	APCHS	65969	GMH	GIRAMARCO,MULLINS & HORTON, P.C.	SEPTEMBER BUILDLING ORDINANCE PROSECUTIO	810.00
10/07/2026	APCHS	65970	HRC	HUBBELL, ROTH, & CLARK INC	CITY HALL IMPROVEMEMTS	957.00
10/07/2026	APCHS	65971	MISC	JACK W ENTERPRISES LL	TAX REFUND	9,836.32
10/07/2026	APCHS	65972	BORYCZ	KEN BORYCZ	AUGUST INSPECTIONS	850.00
10/07/2026	APCHS	65973	KMH	KMH CLEANING SERVICES	SEPTEMBER CITY HALL CLEANING	540.00
10/07/2026	APCHS	65974	MISC	MAGNOLINA BY THE LAKES	TAX REFUND	10.00
10/07/2026	APCHS	65975	MAP	MICHIGAN ASSOCIATION OF POLICE	OCTOBER UNION DUES	306.00
10/07/2026	APCHS	65976	MISC	MICHIGAN DIGITAL	SEPTEMBER CITY COUNCIL	120.00
10/07/2026	APCHS	65977	MMTA	MICHIGAN MUNICIPAL TREASURERS ASSOC	MEMBERSHIP RENEWAL	99.00
10/07/2026	APCHS	65978	MMTA	MICHIGAN MUNICIPAL TREASURERS ASSOC	TREASURER CLASSES	199.00
10/07/2026	APCHS	65979	MISC	MILLER LIVING TRUST	TAX REFUND	1,240.60
10/07/2026	APCHS	65980	NERDS	NERDS XPRESS	OCTOBER MANAGED SERVICES	1,508.49
10/07/2026	APCHS	65981	NYE UNIFOR	NYE UNIFORM	BANKS UNIFORM	212.00
10/07/2026	APCHS	65982	OC TREASUR	OAKLAND COUNTY	AUGUST MARINE PATROL	8,382.46
10/07/2026	APCHS	65983	OC TREAS	OAKLAND COUNTY TREASURER	JULY TRAILER TAX	112.50
10/07/2026	APCHS	65984	OC TREAS	OAKLAND COUNTY TREASURER	AUGUST TRAILER TAX	117.50
10/07/2026	APCHS	65985	OC TREAS	OAKLAND COUNTY TREASURER	SEPTEMBER TRAILER TAX	115.00
10/07/2026	APCHS	65986	PRIORITY	PRIORITY WASTE	OCTOBER CURBSIDE COLLECTION	20,112.30
10/07/2026	APCHS	65987	RAYMER, PA	PAUL RAYMER	SEPTEMBER INSPECTIONS	550.00
10/07/2026	APCHS	65988	MISC	RAYMOND ANTOON	SUMMER TAX REFUND 18-02-276--010	2,202.84
10/07/2026	APCHS	65989	RCOC	ROAD COMMISSION FOR OAKLAND COUNTY	MAY SIGNAL MAINTENANCE	27.51
10/07/2026	APCHS	65990	RCOC	ROAD COMMISSION FOR OAKLAND COUNTY	JULY SIGNAL MAINTENANCE	146.50
10/07/2026	APCHS	65991	RCOC	ROAD COMMISSION FOR OAKLAND COUNTY	AUGUST SIGNAL MAINTENANCE	27.51
10/07/2026	APCHS	65992	MISC	STACY GOODALL	REIMBURSEMENT SUPPLIES	27.97
10/07/2026	APCHS	65993	MISC	TIGRIS AQUATIC SERVICES, LLC	POND AND CANAL TREATMENT	972.00
10/07/2026	APCHS	65994	USBANK	US BANK EQUIPMENT FINANCE	MONTHLY COPIER CONTRACT	297.19
10/07/2026	APCHS	65995	WEX	WEX BANK	SEPTEMBER FUEL	2,089.38
10/07/2026	APCHS	65996	MISC	Z CONTRACTORS, INC	WILLOW BEACH BRIDGE REHAB #4	5,000.00
10/07/2026	APCHS	65997	MISC	ZILKA FAMILY LLC	PM260025, PE260018 REFUND	130.00

APCHS TOTALS:

Total of 42 Checks:	109,292.08
Less 0 Void Checks:	0.00
Total of 42 Disbursements:	109,292.08

CHECK REGISTER FOR CITY OF KEEGO HARBOR
CHECK NUMBERS 65998 - 66033

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank APCHS ACCOUNTS PAYABLE						
10/20/2026	APCHS	65998	MISC	ANGELA PSAROS	KEEGO HARBOO EVENT	200.00
10/20/2026	APCHS	65999	MISC	APPLIED CONCEPTS, INC	PD DUAL SL DASHBOARD RADAR- 2025 TAHOE	2,241.00
10/20/2026	APCHS	66000	AUTO VALUE	AUTO-WARES LLC	DPW EQUIPMENT REPAIR-SPARK PLUG	23.97
10/20/2026	APCHS	66001	AUTO VALUE	AUTO-WARES LLC	DPW F350 OIL, FILTER, WIPERS	118.95
10/20/2026	APCHS	66002	C&G NEWS	C & G NEWSPAPERS	STORMWATER & STORAGE ON VACANT LOT PUBLI	150.80
10/20/2026	APCHS	66003	CLARK LESL	CLARK, LESLIE	REIMBURSEMENT-DOWN SPOUT CAMPER'S PATH	102.00
10/20/2026	APCHS	66004	CONSUMERS	CONSUMERS ENERGY	SEPTEMBER CITY HALL UTILITIES	24.64
10/20/2026	APCHS	66005	CONSUMERS	CONSUMERS ENERGY	SEPTEMBER DPW UTILITIES	51.43
10/20/2026	APCHS	66006	ELSEN, CRI	CRISTINA ELSEN	QUARTERLY COUNCIL PAY	25.00
10/20/2026	APCHS	66007	DTE ENERGY	DTE ENERGY	FRAN LEAF PARK SEPT-OCT	456.55
10/20/2026	APCHS	66008	DTE ENERGY	DTE ENERGY	VETERANS MEMORIAL SEPT-OCT	26.23
10/20/2026	APCHS	66009	DTE ENERGY	DTE ENERGY	1768 CLF STREETLIGHT CONTROLLER SEPT-OCT	72.15
10/20/2026	APCHS	66010	DTE ENERGY	DTE ENERGY	1765 CLF STREETLIGHT CONTROLLER SEPT-OCT	77.05
10/20/2026	APCHS	66011	DTE ENERGY	DTE ENERGY	SUNSET PARK SEPT-OCT	17.66
10/20/2026	APCHS	66012	DTE ENERGY	DTE ENERGY	ROSE SORTOR PARK SEPT-OCT	18.46
10/20/2026	APCHS	66013	DTE ENERGY	DTE ENERGY	CITY HALL SEPT-OCT	766.25
10/20/2026	APCHS	66014	DTE ENERGY	DTE ENERGY	DPW SEPT-OCT	501.00
10/20/2026	APCHS	66015	EDISON	DTE ENERGY	SEPTEMBER STREELIGHTS	6,541.21
10/20/2026	APCHS	66016	FLETCHER J	FLETCHER, JOHN	QUARTERLY COUNCIL PAY	25.00
10/20/2026	APCHS	66017	FORD PRO	FORD PRO	SEPTEMBER PD TELEMATICS	60.00
10/20/2026	APCHS	66018	HRC	HUBBELL, ROTH, & CLARK INC	SEPTEMBER STUDY PLAN TOPO DRAWINGS DOLLA	451.35
10/20/2026	APCHS	66019	HRC	HUBBELL, ROTH, & CLARK INC	SEPTEMBER WATER RELIABILITY STUDY & GENE	3,262.40
10/20/2026	APCHS	66020	HRC	HUBBELL, ROTH, & CLARK INC	SEPTEMBER WATER QUALITY PLANNING	377.61
10/20/2026	APCHS	66021	HRC	HUBBELL, ROTH, & CLARK INC	STUDY PLAN REVIEW 2428 WILLOW BEACH SITE	1,052.11
10/20/2026	APCHS	66022	HRC	HUBBELL, ROTH, & CLARK INC	CONSUMERS PLAN REVIEW 3119 KENRICK	162.92
10/20/2026	APCHS	66023	HRC	HUBBELL, ROTH, & CLARK INC	CONSUMERS PLAN REVIEW 3130 KENRICK	217.22
10/20/2026	APCHS	66024	ROSS, JOEL	JOEL ROSS	QUARTERLY COUNCIL PAY	31.25
10/20/2026	APCHS	66025	MISC	KENNEDY LAWN MAINTENANCE	SEPTEMBER LAWN SERVICE 6 OF 7	3,000.00
10/20/2026	APCHS	66026	MML UNEMPL	MML UNEMPLOYMENT FUND	QUARTERLY UNEMPLOYMENT CONTRIBUTION	4.65
10/20/2026	APCHS	66027	OC TREASUR	OAKLAND COUNTY	JUL-SEPT CLEMIS	2,039.52
10/20/2026	APCHS	66028	OC TREAS	OAKLAND COUNTY TREASURER	OCTOBER TRAILER TAX	112.50
10/20/2026	APCHS	66029	STRENG, CO	CORINE STRENG	QUARTERLY COUNCIL PAY	25.00
10/20/2026	APCHS	66030	MISC	SUE WILLIAMS	QUARTERLY COUNCIL PAY	25.00
10/20/2026	APCHS	66031	VERIZON	VERIZON	SEPTEMBER PHONE CHARGES	436.00
10/20/2026	APCHS	66032	WATERFORD	WATERFORD TOWNSHIP	OCTOBER ASSESSMENT	3,437.50
10/20/2026	APCHS	66033	WINNING	WINNING IMPRINTS	PD BUSINESS CARDS	32.00

APCHS TOTALS:

Total of 36 Checks:	26,166.38
Less 0 Void Checks:	0.00
Total of 36 Disbursements:	26,166.38

CHECK REGISTER FOR CITY OF KEEGO HARBOR
CHECK NUMBERS 66034 - 66034

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank APCHS ACCOUNTS PAYABLE						
10/20/2026	APCHS	66034	COPS HEALT	COPS HEALTH TRUST	NOVEMBER DENTAL COVERAGE	396.85

APCHS TOTALS:

Total of 1 Checks:	396.85
Less 0 Void Checks:	0.00
Total of 1 Disbursements:	396.85

REVENUE AND ESPENDITURE REPORT FOR CITY OF KEEGO HARBOR
PERIOD ENDING 10.31.26

		2026-2027 Budget	YTD Balance as of 10/2026	Activity for Month	Available Balance	% Budget Used
TOTAL Fund 101	**General Fund**					
	Revenue	$ 2,672,192.00	$ 1,942,337.85	$ 74,625.87	$ 729,854.15	72.69
	Expenditure	$ 2,672,192.00	$ 963,513.35	$ 113,788.74	$ 1,708,678.65	36.06
TOTAL Fund 202	**Major Streeet Fund**					
	Revenue	$ 252,787.00	$ 82,901.05	$ -	$ 169,885.95	32.79
	Expenditure	$ 157,898.00	$ 15,082.35	$ 4,850.63	$ 142,815.65	9.55
TOTAL Fund 203	**Local Street Fund**					
	Revenue	$ 129,842.00	$ 35,587.00	$ -	$ 94,255.00	27.41
	Expenditure	$ 103,490.00	$ 16,948.82	$ (5,941.61)	$ 86,541.18	16.38
TOTAL Fund 207	**Police Fund**					
	Revenue	$ 1,215,336.00	$ 766,823.59	$ 12,116.30	$ 448,512.41	63.1
	Expenditure	$ 1,215,336.00	$ 432,897.19	$ 93,843.36	$ 782,438.81	35.62
TOTAL Fund 247	**TIFA**					
	Revenue	$ 330,705.00	$ 284,334.28	$ -	$ 46,370.72	85.98
	Expenditure	$ 392,402.00	$ 26,242.44	$ 3,462.62	$ 366,159.56	6.69
TOTAL Fund 271	**Library**					
	Revenue	$ 38,531.00	$ 36,517.48	$ 774.00	$ 2,013.52	94.77
	Expenditure	$ 38,531.00	$ -	$ -	$ 38,531.00	0.00
TOTAL Fund 401	**Capital Improvements**					
	Revenue	$ 16,400.00	$ -	$ -	$ 16,400.00	0.00
	Expenditure	$ 16,400.00	$ 2,241.00	$ -	$ 14,159.00	13.66
TOTAL Fund 592	**Water & Sewer Fund**					
	Revenue	$ 74,951.00	$ 3,709.52	$ -	$ 71,241.48	4.95
	Expenditure	$ 258,051.00	$ 10,390.65	$ -	$ 247,660.35	4.03
TOTAL	Revenue	$ 4,730,744.00	$ 3,152,210.77	$ 87,516.17	$ 1,578,533.23	66.63
	Expenditure	$ 4,854,300.00	$ 1,467,315.80	$ 212,244.74	$ 3,386,984.20	30.23

GL NUMBER	DESCRIPTION	YTD BALANCE 10/31/2025	2026-27 ORIGINAL BUDGET	YTD BALANCE 10/31/2026	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND						
Revenues						
Dept 000 - UNCLASSIFIED						
101-000-402.000	CURRENT TAXES	1,320,345.16	1,475,478.00	1,369,676.58	105,801.42	92.83
101-000-402.100	PUBLIC ACT 359 OF 1925	47,467.48	50,000.00	47,078.33	2,921.67	94.16
101-000-403.000	PRE DENIAL INT & PENALTY FR CO	0.00	300.00	0.00	300.00	0.00
101-000-404.000	NON CURRENT PROPERTY TAXES	0.00	2,250.00	88.30	2,161.70	3.92
101-000-434.000	TRAILER TAX-CITY PORTION	63.00	400.00	113.50	286.50	28.38
101-000-445.000	PENALTIES AND INTEREST ON TAXES	2,770.66	24,000.00	5,863.22	18,136.78	24.43
101-000-446.000	PROPERTY TRANSFER PENALTY	1,000.00	1,800.00	6,940.00	(5,140.00)	385.56
101-000-447.000	PROPERTY TAX ADMIN FEE	61,696.02	69,500.00	64,344.56	5,155.44	92.58
101-000-448.000	REFUSE COLLECTION	238,668.05	247,452.00	243,938.22	3,513.78	98.58
101-000-448.100	REFUSE COLLECTION ADMIN FEE	19,160.00	38,320.00	20,120.00	18,200.00	52.51
101-000-448.101	RECYCLING	4,460.69	5,000.00	4,435.50	564.50	88.71
101-000-449.000	WEED CUTTING	1,200.00	1,500.00	782.48	717.52	52.17
101-000-451.100	CONTRACTOR REGISTRATION FEE	360.00	1,500.00	880.00	620.00	58.67
101-000-451.101	BUILDING PERMIT FEE	15,842.19	36,000.00	16,133.70	19,866.30	44.82
101-000-451.102	MECHANICAL PERMIT FEE	1,800.00	6,500.00	3,355.00	3,145.00	51.62
101-000-451.103	ELECTRICAL PERMIT FEE	2,301.00	6,500.00	4,122.00	2,378.00	63.42
101-000-451.104	PLUMBING PERMIT FEE	3,440.00	5,200.00	1,730.00	3,470.00	33.27
101-000-451.106	WATERLINE/SEWER TRENCH FEE	0.00	1,000.00	0.00	1,000.00	0.00
101-000-451.107	REINSPECTION FEE	5,000.00	4,000.00	5,085.00	(1,085.00)	127.13
101-000-451.108	DEMOLITION PERMIT FEE	0.00	600.00	0.00	600.00	0.00
101-000-452.000	RENTAL REGISTRATION FEE	3,075.00	32,000.00	16,650.00	15,350.00	52.03
101-000-452.001	RENTAL REINSPECTION FEE	190.00	2,000.00	1,365.00	635.00	68.25
101-000-453.000	BUSINESS LICENSE	225.00	6,500.00	675.00	5,825.00	10.38
101-000-460.000	CABLE FRANCHISE FEE	9,540.25	30,000.00	8,992.30	21,007.70	29.97
101-000-477.000	PET LICENSE-CITY PORTION	0.00	100.00	0.00	100.00	0.00
101-000-529.000	CDBG REVENUE	0.00	30,000.00	0.00	30,000.00	0.00
101-000-541.000	SMART	0.00	2,500.00	0.00	2,500.00	0.00
101-000-569.001	STATE GRANTS - OTHER	0.00	0.00	64.82	(64.82)	100.00
101-000-573.000	LOCAL COMMUNITY STABILIZATION SHARE APPR	11,486.13	12,000.00	9,103.61	2,896.39	75.86
101-000-574.000	STATE REVENUE SHARING	115,934.00	320,954.00	48,698.00	272,256.00	15.17
101-000-576.000	STATE-ELECTION REIMBURSEMENT	0.00	4,500.00	0.00	4,500.00	0.00
101-000-581.000	COUNTY REVENUE SHARING	246.83	1,000.00	0.00	1,000.00	0.00
101-000-607.000	CHARGES FOR SERVICES	(66.71)	400.00	0.00	400.00	0.00
101-000-610.000	BUILDING DEPT REVIEW FEE	15.00	100.00	0.00	100.00	0.00
101-000-612.000	RECYCLING BINS	0.00	100.00	0.00	100.00	0.00
101-000-613.000	LAND DIVISION/CONSOLIDATION	0.00	500.00	0.00	500.00	0.00
101-000-614.000	PLANNER REVIEW FEES (NON-REFUNDABLE)	7,175.00	10,000.00	2,600.00	7,400.00	26.00
101-000-615.000	ZBA APPEAL FEE	2,200.00	2,500.00	600.00	1,900.00	24.00
101-000-625.000	NSF FEES	0.00	100.00	0.00	100.00	0.00
101-000-627.202	CONTRIBUTION/ADMIN FROM 202 MAJOR FUND	0.00	24,357.00	0.00	24,357.00	0.00
101-000-627.203	ADMIN CHARGES FROM 203 LOCAL STREET FUN	0.00	11,500.00	0.00	11,500.00	0.00
101-000-627.247	ADMIN CHARGES FROM TIFA FUND	0.00	49,231.00	0.00	49,231.00	0.00
101-000-643.900	BOAT KEY-PARKS PORTION	80.00	200.00	80.00	120.00	40.00
101-000-656.000	DISTRICT COURT FINES	0.00	1,500.00	0.00	1,500.00	0.00
101-000-665.000	INTEREST	45,864.97	99,000.00	36,359.99	62,640.01	36.73
101-000-668.000	EQUIPMENT AND VEHICLE RENTAL	18,649.95	35,000.00	13,745.06	21,254.94	39.27
101-000-674.000	DONATIONS	0.00	250.00	0.00	250.00	0.00
101-000-674.012	PARKS & REC COMMUNITY EVENTS	122.00	1,000.00	50.00	950.00	5.00
101-000-674.013	DONATIONS GARDEN CLUB	0.00	100.00	95.00	5.00	95.00
101-000-674.014	DONATIONS BLOCK PARTY	0.00	500.00	169.00	331.00	33.80
101-000-675.000	COST REC- MISC/REIMBURSEMENT	3,345.54	10,000.00	1,161.68	8,838.32	11.62
101-000-675.002	COST RECOVERY - COOKBOOKS	0.00	0.00	12.00	(12.00)	100.00
101-000-675.003	COST RECOVERY - MMRMA	5,516.00	7,000.00	7,230.00	(230.00)	103.29

GL NUMBER	DESCRIPTION	YTD BALANCE 10/31/2025	2026-27 ORIGINAL BUDGET	YTD BALANCE 10/31/2026	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND						
Revenues						
Total Dept 000 - UNCLASSIFIED		1,949,173.21	2,672,192.00	1,942,337.85	729,854.15	72.69
TOTAL REVENUES		1,949,173.21	2,672,192.00	1,942,337.85	729,854.15	72.69
Expenditures						
Dept 101 - CITY COUNCIL						
101-101-801.000	COUNCIL PAY	262.50	600.00	131.25	468.75	21.88
101-101-955.000	PROF DEVELOPMENT/TRAINING	0.00	2,000.00	0.00	2,000.00	0.00
Total Dept 101 - CITY COUNCIL		262.50	2,600.00	131.25	2,468.75	5.05
Dept 172 - CITY MANAGER						
101-172-702.000	WAGES-FULL TIME	34,584.21	34,300.00	46,699.63	(12,399.63)	136.15
101-172-711.000	FICA	2,748.15	2,621.00	3,572.55	(951.55)	136.30
101-172-711.005	RETIREMENT PLAN	3,458.43	0.00	1,090.39	(1,090.39)	100.00
101-172-711.006	LIFE INSURANCE	262.24	0.00	0.00	0.00	0.00
101-172-711.014	HEALTH INSURANCE OPT OUT	1,730.70	0.00	0.00	0.00	0.00
101-172-850.002	24/7 COMMUNICATION	666.68	0.00	41.67	(41.67)	100.00
101-172-955.000	PROF DEVELOPMENT/TRAINING	0.00	2,000.00	0.00	2,000.00	0.00
101-172-955.001	DUES & MEMBERSHIP	0.00	500.00	0.00	500.00	0.00
Total Dept 172 - CITY MANAGER		43,450.41	39,421.00	51,404.24	(11,983.24)	130.40
Dept 215 - CITY CLERK						
101-215-702.000	WAGES-FULL TIME	14,928.57	49,200.00	20,187.49	29,012.51	41.03
101-215-711.000	FICA	1,274.40	3,764.00	1,544.32	2,219.68	41.03
101-215-711.004	HEALTH INSURANCE	0.00	8,000.00	1,956.40	6,043.60	24.46
101-215-711.006	LIFE INSURANCE	152.80	450.00	152.80	297.20	33.96
101-215-711.014	HEALTH INSURANCE OPT OUT	1,730.79	0.00	0.00	0.00	0.00
101-215-806.000	CONTRACTED SERVICES	0.00	0.00	6,362.50	(6,362.50)	100.00
101-215-862.000	MILEAGE REIMBURSEMENT	0.00	200.00	0.00	200.00	0.00
101-215-955.000	PROF DEVELOPMENT/TRAINING	40.00	2,000.00	60.00	1,940.00	3.00
101-215-955.001	DUES & MEMBERSHIP	50.00	500.00	0.00	500.00	0.00
Total Dept 215 - CITY CLERK		18,176.56	64,114.00	30,263.51	33,850.49	47.20
Dept 228 - INFORMATION TECHNOLOGY						
101-228-803.000	COMPUTER SERVICES	3,595.07	20,000.00	6,033.96	13,966.04	30.17
101-228-805.000	COMPUTER SUPPORT-BSA	527.00	4,000.00	9,241.00	(5,241.00)	231.03
101-228-805.001	COMPUTER SUPPORT-NON BSA	0.00	8,500.00	0.00	8,500.00	0.00
Total Dept 228 - INFORMATION TECHNOLOGY		4,122.07	32,500.00	15,274.96	17,225.04	47.00
Dept 253 - FINANCE/TREASURER						
101-253-702.000	WAGES-FULL TIME	8,100.05	25,220.00	8,424.00	16,796.00	33.40
101-253-711.000	FICA	538.92	1,927.00	550.80	1,376.20	28.58
101-253-711.004	HEALTH INSURANCE	4,652.70	20,800.00	4,187.78	16,612.22	20.13
101-253-711.006	LIFE INSURANCE	195.28	550.00	195.28	354.72	35.51
101-253-862.000	MILEAGE REIMBURSEMENT	191.80	200.00	0.00	200.00	0.00
101-253-955.000	PROF DEVELOPMENT/TRAINING	399.00	2,000.00	199.00	1,801.00	9.95
101-253-955.001	DUES & MEMBERSHIP	99.00	500.00	0.00	500.00	0.00

GL NUMBER	DESCRIPTION	YTD BALANCE 10/31/2025	2026-27 ORIGINAL BUDGET	YTD BALANCE 10/31/2026	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND						
Expenditures						
Total Dept 253 - FINANCE/TREASURER		14,176.75	51,197.00	13,556.86	37,640.14	26.48
Dept 257 - ASSESSING						
101-257-802.000	ASSESSING SERVICES	13,583.25	41,375.00	17,187.50	24,187.50	41.54
Total Dept 257 - ASSESSING		13,583.25	41,375.00	17,187.50	24,187.50	41.54
Dept 262 - ELECTIONS						
101-262-728.000	SUPPLIES	261.04	2,500.00	1,746.84	753.16	69.87
101-262-731.000	POSTAGE	0.00	900.00	0.00	900.00	0.00
101-262-800.000	CONTRACTUAL SERVICES	0.00	4,500.00	0.00	4,500.00	0.00
101-262-801.000	ELECTION WORKER PAY	0.00	3,000.00	1,222.00	1,778.00	40.73
101-262-862.000	MILEAGE REIMBURSEMENT	0.00	150.00	0.00	150.00	0.00
Total Dept 262 - ELECTIONS		261.04	11,050.00	2,968.84	8,081.16	26.87
Dept 265 - BUILDING & GROUNDS						
101-265-728.000	SUPPLIES	0.00	1,000.00	0.00	1,000.00	0.00
101-265-850.000	TELEPHONE	869.82	3,000.00	977.89	2,022.11	32.60
101-265-920.000	UTILITIES	4,131.05	14,000.00	4,539.45	9,460.55	32.42
101-265-930.000	MAINTENANCE AND REPAIRS	2,495.00	14,500.00	2,410.00	12,090.00	16.62
Total Dept 265 - BUILDING & GROUNDS		7,495.87	32,500.00	7,927.34	24,572.66	24.39
Dept 267 - GENERAL GOVERNMENT						
101-267-707.000	WAGES- PART TIME/SEASONAL	0.00	20,800.00	1,472.00	19,328.00	7.08
101-267-711.000	FICA	0.00	1,591.00	0.00	1,591.00	0.00
101-267-711.005	RETIREMENT - MERS DB	67,748.00	217,944.00	72,648.00	145,296.00	33.33
101-267-711.007	WORKERS COMP	0.00	1,200.00	0.00	1,200.00	0.00
101-267-711.008	UNEMPLOYMENT	16.87	500.00	4.82	495.18	0.96
101-267-711.015	RETIREMENT SUPPLEMENTAL	0.00	20,000.00	0.00	20,000.00	0.00
101-267-725.001	FUEL	0.00	200.00	0.00	200.00	0.00
101-267-728.000	SUPPLIES	1,596.85	7,500.00	6,494.58	1,005.42	86.59
101-267-731.000	POSTAGE	1,127.93	4,200.00	645.48	3,554.52	15.37
101-267-800.001	BANK SERVICE CHARGE	162.50	1,200.00	62.50	1,137.50	5.21
101-267-800.101	LEGAL FEES-GENERAL PERSONNEL	0.00	10,000.00	0.00	10,000.00	0.00
101-267-800.265	LEGAL FEES CITY ATTORNEY	17,717.70	70,000.00	17,357.65	52,642.35	24.80
101-267-802.000	PROFESSIONAL AND TECHNICAL SERVICES	38,576.51	198,100.00	88,711.48	109,388.52	44.78
101-267-802.203	STORMWATER	2,244.00	3,500.00	972.00	2,528.00	27.77
101-267-806.211	AUDIT SERVICES	0.00	15,500.00	0.00	15,500.00	0.00
101-267-827.000	INSURANCE-MMRMA	6,035.93	8,200.00	3,513.37	4,686.63	42.85
101-267-862.000	MILEAGE REIMBURSEMENT	0.00	500.00	0.00	500.00	0.00
101-267-900.000	PRINTING AND BINDING	928.49	3,200.00	987.32	2,212.68	30.85
101-267-901.000	PUBLICATION	984.80	2,600.00	609.72	1,990.28	23.45
101-267-944.001	COPIER & MAINTENANCE	463.06	3,500.00	1,238.56	2,261.44	35.39
101-267-955.000	PROF DEVELOPMENT/TRAINING	325.00	500.00	125.00	375.00	25.00
101-267-955.001	DUES & MEMBERSHIP	2,094.00	7,500.00	714.00	6,786.00	9.52
101-267-956.000	COSTS, FEES, AND CHARGES	0.00	1,705.00	259.98	1,445.02	15.25
Total Dept 267 - GENERAL GOVERNMENT		140,021.64	599,940.00	195,816.46	404,123.54	32.64

GL NUMBER	DESCRIPTION	YTD BALANCE 10/31/2025	2026-27 ORIGINAL BUDGET	YTD BALANCE 10/31/2026	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND						
Expenditures						
Dept 336 - FIRE PROTECTION						
101-336-814.000	TRI CITY FIRE SERVICES	190,386.00	390,972.00	195,486.00	195,486.00	50.00
Total Dept 336 - FIRE PROTECTION		190,386.00	390,972.00	195,486.00	195,486.00	50.00
Dept 371 - BUILDING INSPECTION SERVICES						
101-371-707.000	WAGES- PART TIME	12,075.00	36,700.00	11,638.75	25,061.25	31.71
101-371-711.000	FICA	1,044.99	2,532.00	963.42	1,568.58	38.05
101-371-711.006	LIFE INSURANCE	162.24	500.00	58.05	441.95	11.61
101-371-711.014	HEALTH INSURANCE OPT OUT	1,384.56	4,000.00	1,384.56	2,615.44	34.61
101-371-802.101	BUILDING PERMIT INSPECTION	4,880.00	11,500.00	3,145.00	8,355.00	27.35
101-371-802.102	MECHANICAL PERMIT INSPECTION	700.00	3,000.00	950.00	2,050.00	31.67
101-371-802.103	ELECTRICAL PERMIT INSPECTION	800.00	4,000.00	850.00	3,150.00	21.25
101-371-802.104	PLUMBING PERMIT INSPECTION	600.00	1,500.00	350.00	1,150.00	23.33
101-371-802.105	RENTAL INSPECTION	1,200.00	13,000.00	5,400.00	7,600.00	41.54
101-371-802.106	BLDG INSPECTION SERVICES	5,025.00	4,000.00	4,862.50	(862.50)	121.56
Total Dept 371 - BUILDING INSPECTION SERVICES		27,871.79	80,732.00	29,602.28	51,129.72	36.67
Dept 441 - DEPT OF PUBLIC WORKS						
101-441-702.000	WAGES-FULL TIME	18,051.39	40,600.00	6,617.17	33,982.83	16.30
101-441-704.000	OVERTIME	168.75	1,000.00	0.00	1,000.00	0.00
101-441-708.000	UNIFORM ALLOWANCE	0.00	300.00	0.00	300.00	0.00
101-441-711.000	FICA	1,210.78	3,106.00	904.24	2,201.76	29.11
101-441-711.004	HEALTH INSURANCE	4,244.41	4,000.00	387.12	3,612.88	9.68
101-441-711.005	RETIREMENT PLAN	4,107.75	7,100.00	2,400.68	4,699.32	33.81
101-441-711.006	LIFE INSURANCE	429.88	1,000.00	154.20	845.80	15.42
101-441-711.007	WORKERS COMP	0.00	800.00	0.00	800.00	0.00
101-441-711.008	UNEMPLOYMENT	0.00	300.00	1.32	298.68	0.44
101-441-711.014	HEALTH INSURANCE OPT OUT	1,384.56	4,000.00	1,384.56	2,615.44	34.61
101-441-725.000	FUEL	1,082.53	3,500.00	324.20	3,175.80	9.26
101-441-728.000	SUPPLIES	521.13	9,500.00	607.69	8,892.31	6.40
101-441-802.000	PROFESSIONAL AND TECHNICAL SERVICES	0.00	900.00	165.00	735.00	18.33
101-441-804.000	DOLLAR LAKE BOAT RAMP KEYS	0.00	200.00	0.00	200.00	0.00
101-441-827.000	INSURANCE-MMRMA	11,018.70	19,800.00	14,053.50	5,746.50	70.98
101-441-850.002	24/7 COMMUNICATION	240.00	720.00	240.00	480.00	33.33
101-441-920.000	UTILITIES	3,089.61	12,500.00	3,927.21	8,572.79	31.42
101-441-930.000	MAINTENANCE AND REPAIRS	1,299.36	5,000.00	2,628.58	2,371.42	52.57
101-441-933.000	DPW GROUNDS & MAINTANCE	994.76	8,500.00	0.00	8,500.00	0.00
101-441-955.000	TRAINING	30.00	500.00	0.00	500.00	0.00
101-441-970.000	EQUIPMENT	0.00	1,000.00	0.00	1,000.00	0.00
Total Dept 441 - DEPT OF PUBLIC WORKS		47,873.61	124,326.00	33,795.47	90,530.53	27.18
Dept 448 - STREET LIGHTING						
101-448-920.000	UTILITIES	23,302.02	82,000.00	25,734.41	56,265.59	31.38
Total Dept 448 - STREET LIGHTING		23,302.02	82,000.00	25,734.41	56,265.59	31.38
Dept 465 - WATERSHED/STORM WATER						
101-465-802.203	STORMWATER	0.00	0.00	304.20	(304.20)	100.00

GL NUMBER	DESCRIPTION	YTD BALANCE 10/31/2025	2026-27 ORIGINAL BUDGET	YTD BALANCE 10/31/2026	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND						
Expenditures						
Total Dept 465 - WATERSHED/STORM WATER		0.00	0.00	304.20	(304.20)	100.00
Dept 528 - REFUSE COLLECTION SERVICES						
101-528-808.000	REFUSE COLLECTION SERVICES	77,775.20	247,452.00	80,449.20	167,002.80	32.51
101-528-808.001	RECYCLE	0.00	7,500.00	0.00	7,500.00	0.00
Total Dept 528 - REFUSE COLLECTION SERVICES		77,775.20	254,952.00	80,449.20	174,502.80	31.55
Dept 694 - CDBG PROJECTS						
101-694-850.000	CDBG EXPENDITURES	0.00	40,000.00	456.75	39,543.25	1.14
Total Dept 694 - CDBG PROJECTS		0.00	40,000.00	456.75	39,543.25	1.14
Dept 722 - CODE ENFORCEMENT						
101-722-707.100	WAGES-P/T CODE ENFORCEMENT	5,150.03	24,800.00	10,536.88	14,263.12	42.49
101-722-711.000	FICA	394.00	1,897.00	951.50	945.50	50.16
101-722-725.000	FUEL	170.38	500.00	28.00	472.00	5.60
101-722-930.000	MAINTENANCE AND REPAIRS	0.00	1,200.00	0.00	1,200.00	0.00
Total Dept 722 - CODE ENFORCEMENT		5,714.41	28,397.00	11,516.38	16,880.62	40.55
Dept 774 - RECREATION ACTIVITIES						
101-774-728.000	SUPPLIES	105.57	900.00	385.70	514.30	42.86
101-774-802.000	PROFESSIONAL AND TECHNICAL SERVICES	0.00	2,300.00	0.00	2,300.00	0.00
101-774-863.000	BUS TRANSPORTATION	0.00	2,000.00	0.00	2,000.00	0.00
101-774-882.000	COMMUNITY EVENTS	1,909.26	4,000.00	200.00	3,800.00	5.00
101-774-890.003	EASTER EXPENDITURES	0.00	800.00	0.00	800.00	0.00
101-774-890.004	WINTER WONDERLAND	0.00	400.00	0.00	400.00	0.00
101-774-890.005	MEMORIAL DAY PARADE	0.00	500.00	0.00	500.00	0.00
101-774-890.006	BLOCK PARTIES	1,736.44	3,000.00	1,000.00	2,000.00	33.33
101-774-890.007	GARDEN CLUB/TREES	0.00	500.00	52.00	448.00	10.40
101-774-930.000	MAINTENANCE AND REPAIRS	0.00	2,000.00	0.00	2,000.00	0.00
Total Dept 774 - RECREATION ACTIVITIES		3,751.27	16,400.00	1,637.70	14,762.30	9.99
Dept 899 - TAX TRIBUNAL/OTHER REFUNDS ORDERED						
101-899-956.000	TAX TRIBUNALS	10.93	300.00	0.00	300.00	0.00
Total Dept 899 - TAX TRIBUNAL/OTHER REFUNDS ORDERED		10.93	300.00	0.00	300.00	0.00
Dept 990 - DEBT SERVICE						
101-990-991.000	OC BUILDING BOND 2010 PRINCIPAL	30,000.00	30,000.00	0.00	30,000.00	0.00
101-990-992.000	OC BUILDING BOND 2010 INTEREST	10,443.75	18,638.00	0.00	18,638.00	0.00
Total Dept 990 - DEBT SERVICE		40,443.75	48,638.00	0.00	48,638.00	0.00
Dept 995 - OTHER FINANCING USES						
101-995-999.207	TRANSFER OUT - POLICE FUND	100,000.00	720,778.00	250,000.00	470,778.00	34.68
101-995-999.401	TRANSFER OUT - CAPITAL PROJECT	0.00	10,000.00	0.00	10,000.00	0.00

GL NUMBER	DESCRIPTION	YTD BALANCE 10/31/2025	2026-27 ORIGINAL BUDGET	YTD BALANCE 10/31/2026	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND						
Expenditures						
Total Dept 995 - OTHER FINANCING USES		100,000.00	730,778.00	250,000.00	480,778.00	34.21
TOTAL EXPENDITURES		758,679.07	2,672,192.00	963,513.35	1,708,678.65	36.06
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		1,949,173.21	2,672,192.00	1,942,337.85	729,854.15	72.69
TOTAL EXPENDITURES		758,679.07	2,672,192.00	963,513.35	1,708,678.65	36.06
NET OF REVENUES & EXPENDITURES		1,190,494.14	0.00	978,824.50	(978,824.50)	100.00

GL NUMBER	DESCRIPTION	YTD BALANCE 10/31/2025	2026-27 ORIGINAL BUDGET	YTD BALANCE 10/31/2026	AVAILABLE BALANCE	% BDGT USED
Fund 202 - MAJOR STREET FUND						
Revenues						
Dept 000 - UNCLASSIFIED						
202-000-546.000	ACT 51 REVENUES	40,404.11	243,577.00	64,949.09	178,627.91	26.66
202-000-546.001	ACT 51 NRF	0.00	0.00	17,951.96	(17,951.96)	100.00
202-000-665.000	INTEREST	0.00	10.00	0.00	10.00	0.00
Total Dept 000 - UNCLASSIFIED		40,404.11	243,587.00	82,901.05	160,685.95	34.03
Dept 450 - WINTER MAINTENANCE						
202-450-650.000	ROAD SALT	0.00	1,200.00	0.00	1,200.00	0.00
Total Dept 450 - WINTER MAINTENANCE		0.00	1,200.00	0.00	1,200.00	0.00
Dept 460 - ROUTINE STREET MAINTENANCE						
202-460-675.002	COST RECOVERY - REIMBURSEMENT	0.00	3,000.00	0.00	3,000.00	0.00
202-460-675.003	COST RECOVERY - MMRMA	0.00	4,000.00	0.00	4,000.00	0.00
202-460-675.004	COST RECOVERY - LIGHT POLE	0.00	1,000.00	0.00	1,000.00	0.00
Total Dept 460 - ROUTINE STREET MAINTENANCE		0.00	8,000.00	0.00	8,000.00	0.00
TOTAL REVENUES		40,404.11	252,787.00	82,901.05	169,885.95	32.79
Expenditures						
Dept 000 - UNCLASSIFIED						
202-000-812.101	ADMINISTRATIVE CHARGES-TO 101	0.00	24,350.00	0.00	24,350.00	0.00
Total Dept 000 - UNCLASSIFIED		0.00	24,350.00	0.00	24,350.00	0.00
Dept 450 - WINTER MAINTENANCE						
202-450-702.000	WAGES-FULL TIME	0.00	6,500.00	0.00	6,500.00	0.00
202-450-711.000	FICA	0.00	521.00	0.00	521.00	0.00
202-450-725.000	FUEL	0.00	500.00	0.00	500.00	0.00
202-450-728.000	SUPPLIES	0.00	7,500.00	0.00	7,500.00	0.00
202-450-930.000	MAINTENANCE AND REPAIRS	0.00	1,000.00	0.00	1,000.00	0.00
202-450-935.000	STREET MAINTENANCE & REPAIR	0.00	10,000.00	0.00	10,000.00	0.00
202-450-944.000	RENTAL OF EQUIPMENT	0.00	7,000.00	0.00	7,000.00	0.00
Total Dept 450 - WINTER MAINTENANCE		0.00	33,021.00	0.00	33,021.00	0.00
Dept 460 - ROUTINE STREET MAINTENANCE						
202-460-702.000	WAGES-FULL TIME	6,768.56	9,000.00	8,161.83	838.17	90.69
202-460-711.000	FICA	517.99	727.00	624.38	102.62	85.88
202-460-725.000	FUEL	88.20	300.00	83.16	216.84	27.72
202-460-728.000	SUPPLIES	0.00	2,000.00	0.00	2,000.00	0.00
202-460-802.000	PROFESSIONAL AND TECHNICAL SERVICES	0.00	2,000.00	0.00	2,000.00	0.00
202-460-930.000	MAINTENANCE AND REPAIRS	161.57	8,000.00	0.00	8,000.00	0.00
202-460-930.004	MAINT & REPAIR-LIGHT POLE	0.00	2,000.00	0.00	2,000.00	0.00
202-460-944.000	RENTAL OF EQUIPMENT	4,938.11	10,000.00	6,011.46	3,988.54	60.11
Total Dept 460 - ROUTINE STREET MAINTENANCE		12,474.43	34,027.00	14,880.83	19,146.17	43.73

REVENUE AND EXPENDITURE REPORT FOR CITY OF KEEGO HARBOR
PERIOD ENDING 10/31/2026
% Fiscal Year Completed: 33.70

GL NUMBER	DESCRIPTION	YTD BALANCE 10/31/2025	2026-27 ORIGINAL BUDGET	YTD BALANCE 10/31/2026	AVAILABLE BALANCE	% BDGT USED
Fund 202 - MAJOR STREET FUND						
Expenditures						
Dept 462 - TRAFFIC SERVICES						
202-462-806.000	CONTRACTED SERVICES	82.53	1,500.00	201.52	1,298.48	13.43
Total Dept 462 - TRAFFIC SERVICES		82.53	1,500.00	201.52	1,298.48	13.43
Dept 466 - ROAD PRESERVATION						
202-466-930.006	STREET PROJECT	0.00	65,000.00	0.00	65,000.00	0.00
Total Dept 466 - ROAD PRESERVATION		0.00	65,000.00	0.00	65,000.00	0.00
TOTAL EXPENDITURES		12,556.96	157,898.00	15,082.35	142,815.65	9.55
Fund 202 - MAJOR STREET FUND:						
TOTAL REVENUES		40,404.11	252,787.00	82,901.05	169,885.95	32.79
TOTAL EXPENDITURES		12,556.96	157,898.00	15,082.35	142,815.65	9.55
NET OF REVENUES & EXPENDITURES		27,847.15	94,889.00	67,818.70	27,070.30	71.47

GL NUMBER	DESCRIPTION	YTD BALANCE 10/31/2025	2026-27 ORIGINAL BUDGET	YTD BALANCE 10/31/2026	AVAILABLE BALANCE	% BDGT USED
Fund 203 - LOCAL STREET FUND						
Revenues						
Dept 000 - UNCLASSIFIED						
203-000-546.000	ACT 51 REVENUES	17,340.40	115,832.00	27,879.31	87,952.69	24.07
203-000-546.001	ACT 51 NRF	0.00	0.00	7,707.69	(7,707.69)	100.00
203-000-574.100	METRO ACT FUNDING	0.00	9,000.00	0.00	9,000.00	0.00
203-000-665.000	INTEREST	0.00	10.00	0.00	10.00	0.00
Total Dept 000 - UNCLASSIFIED		17,340.40	124,842.00	35,587.00	89,255.00	28.51
Dept 450 - WINTER MAINTENANCE						
203-450-650.000	ROAD SALT	0.00	5,000.00	0.00	5,000.00	0.00
Total Dept 450 - WINTER MAINTENANCE		0.00	5,000.00	0.00	5,000.00	0.00
TOTAL REVENUES		17,340.40	129,842.00	35,587.00	94,255.00	27.41
Expenditures						
Dept 000 - UNCLASSIFIED						
203-000-812.101	ADMINISTRATIVE CHARGES-TO 101	0.00	11,500.00	0.00	11,500.00	0.00
Total Dept 000 - UNCLASSIFIED		0.00	11,500.00	0.00	11,500.00	0.00
Dept 450 - WINTER MAINTENANCE						
203-450-702.000	WAGES-FULL TIME	0.00	6,300.00	0.00	6,300.00	0.00
203-450-704.000	OVERTIME	0.00	100.00	0.00	100.00	0.00
203-450-711.000	FICA	0.00	689.00	0.00	689.00	0.00
203-450-725.000	FUEL	0.00	500.00	0.00	500.00	0.00
203-450-728.000	SUPPLIES	0.00	15,000.00	0.00	15,000.00	0.00
203-450-802.000	PROFESSIONAL SERVICES	0.00	1,000.00	0.00	1,000.00	0.00
203-450-930.000	MAINTENANCE AND REPAIRS	0.00	1,500.00	0.00	1,500.00	0.00
203-450-944.000	RENTAL OF EQUIPMENT	0.00	2,000.00	0.00	2,000.00	0.00
Total Dept 450 - WINTER MAINTENANCE		0.00	27,089.00	0.00	27,089.00	0.00
Dept 460 - ROUTINE STREET MAINTENANCE						
203-460-702.000	WAGES-FULL TIME	9,024.34	14,500.00	8,973.24	5,526.76	61.88
203-460-704.000	OVERTIME	0.00	500.00	0.00	500.00	0.00
203-460-711.000	FICA	863.35	1,101.00	394.34	706.66	35.82
203-460-725.000	FUEL	312.68	800.00	294.84	505.16	36.86
203-460-728.000	SUPPLIES	0.00	1,500.00	0.00	1,500.00	0.00
203-460-728.001	METRO ACT- RIGHT OF WAY	0.00	1,500.00	0.00	1,500.00	0.00
203-460-802.107	BRIDGE INSPECTION	0.00	3,500.00	0.00	3,500.00	0.00
203-460-930.000	MAINTENANCE AND REPAIRS	0.00	3,000.00	0.00	3,000.00	0.00
203-460-935.000	STREET MAINTENANCE & REPAIR	572.83	25,000.00	0.00	25,000.00	0.00
203-460-944.000	RENTAL OF EQUIPMENT	7,382.54	13,500.00	7,286.40	6,213.60	53.97
Total Dept 460 - ROUTINE STREET MAINTENANCE		18,155.74	64,901.00	16,948.82	47,952.18	26.11
Dept 466 - ROAD PRESERVATION						
203-466-930.006	STREET PROJECT	28,979.01	0.00	0.00	0.00	0.00
203-466-930.007	BRIDGE PROJECT	19,308.47	0.00	0.00	0.00	0.00

GL NUMBER	DESCRIPTION	YTD BALANCE 10/31/2025	2026-27 ORIGINAL BUDGET	YTD BALANCE 10/31/2026	AVAILABLE BALANCE	% BDGT USED
Fund 203 - LOCAL STREET FUND						
Expenditures						
Total Dept 466 - ROAD PRESERVATION		48,287.48	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		66,443.22	103,490.00	16,948.82	86,541.18	16.38
Fund 203 - LOCAL STREET FUND:						
TOTAL REVENUES		17,340.40	129,842.00	35,587.00	94,255.00	27.41
TOTAL EXPENDITURES		66,443.22	103,490.00	16,948.82	86,541.18	16.38
NET OF REVENUES & EXPENDITURES		(49,102.82)	26,352.00	18,638.18	7,713.82	70.73

GL NUMBER	DESCRIPTION	YTD BALANCE 10/31/2025	2026-27 ORIGINAL BUDGET	YTD BALANCE 10/31/2026	AVAILABLE BALANCE	% BDGT USED
Fund 207 - POLICE FUND						
Revenues						
Dept 000 - UNCLASSIFIED						
207-000-402.000	CURRENT TAXES	440,569.72	479,378.00	507,705.47	(28,327.47)	105.91
207-000-543.000	ACT 302 REVENUES	1,048.00	800.00	0.00	800.00	0.00
207-000-545.000	LIQUOR LICENSE	4,743.05	6,000.00	4,731.10	1,268.90	78.85
207-000-631.000	RESTITUTION-POLICE	0.00	500.00	176.00	324.00	35.20
207-000-632.000	COURT COST RECOVERY-OWI	2,825.58	2,500.00	3,769.45	(1,269.45)	150.78
207-000-634.000	SOR	0.00	200.00	0.00	200.00	0.00
207-000-635.000	POLICE REPORTS	185.21	700.00	146.57	553.43	20.94
207-000-636.000	FINGERPRINT/BREATHALYZER	0.00	400.00	125.00	275.00	31.25
207-000-637.000	IMPOUND	180.00	600.00	90.00	510.00	15.00
207-000-643.901	BOAT KEY-MARINE PORTION	80.00	80.00	80.00	0.00	100.00
207-000-670.000	TRAINING	0.00	2,500.00	0.00	2,500.00	0.00
207-000-675.000	COST REC- MISC/REIMBURSEMENT	896.25	900.00	0.00	900.00	0.00
207-000-699.101	TRANSFERS-IN FR GENERAL	100,000.00	720,778.00	250,000.00	470,778.00	34.68
Total Dept 000 - UNCLASSIFIED		550,527.81	1,215,336.00	766,823.59	448,512.41	63.10
TOTAL REVENUES		550,527.81	1,215,336.00	766,823.59	448,512.41	63.10
Expenditures						
Dept 000 - UNCLASSIFIED						
207-000-702.000	WAGES-FULL TIME	140,905.02	411,225.00	148,538.47	262,686.53	36.12
207-000-704.000	OVERTIME	13,705.91	35,000.00	9,866.78	25,133.22	28.19
207-000-706.000	HOLIDAY PAY (PD)	0.00	19,000.00	0.00	19,000.00	0.00
207-000-707.000	WAGES- PART TIME/SEASONAL	21,784.55	62,000.00	22,150.79	39,849.21	35.73
207-000-708.000	UNIFORM ALLOWANCE	2,551.65	10,000.00	2,407.90	7,592.10	24.08
207-000-710.000	MARINE PATROL	17,437.12	35,000.00	0.00	35,000.00	0.00
207-000-711.000	FICA	13,146.53	40,811.00	13,487.62	27,323.38	33.05
207-000-711.004	HEALTH INSURANCE	27,552.16	117,600.00	31,099.15	86,500.85	26.44
207-000-711.005	RETIREMENT PLAN	52,413.58	173,000.00	58,088.16	114,911.84	33.58
207-000-711.006	LIFE INSURANCE	879.04	3,800.00	1,237.97	2,562.03	32.58
207-000-711.007	WORKERS COMP	0.00	6,000.00	0.00	6,000.00	0.00
207-000-711.008	UNEMPLOYMENT	0.00	200.00	9.39	190.61	4.70
207-000-711.011	CELL PHONE ALLOWANCE	666.68	2,000.00	782.06	1,217.94	39.10
207-000-711.014	HEALTH INSURANCE OPT OUT	1,038.42	3,000.00	923.04	2,076.96	30.77
207-000-725.000	FUEL	5,694.17	15,500.00	6,740.12	8,759.88	43.48
207-000-728.000	SUPPLIES	1,656.23	10,000.00	339.24	9,660.76	3.39
207-000-730.001	EQUIPMENT - BODY CAMERAS	0.00	500.00	0.00	500.00	0.00
207-000-800.101	LEGAL FEES-GENERAL PERSONNEL	16,897.50	62,500.00	16,905.00	45,595.00	27.05
207-000-800.300	CONTRACTED SERVICE	0.00	1,500.00	0.00	1,500.00	0.00
207-000-813.000	INTERGOVERNMENTAL SERVICES AGREEMENT	41,602.90	87,000.00	62,832.54	24,167.46	72.22
207-000-827.000	INSURANCE-MMRMA	51,163.87	70,000.00	52,700.63	17,299.37	75.29
207-000-850.000	TELEPHONE	869.80	2,800.00	760.77	2,039.23	27.17
207-000-920.000	UTILITIES	2,654.57	14,000.00	2,649.61	11,350.39	18.93
207-000-930.000	MAINTENANCE AND REPAIRS	1,965.11	8,000.00	531.95	7,468.05	6.65
207-000-944.001	COPIER & MAINTENANCE	0.00	500.00	0.00	500.00	0.00
207-000-954.000	ACT 302 TRAINING	0.00	2,000.00	0.00	2,000.00	0.00
207-000-955.000	PROF DEVELOPMENT/TRAINING	1,445.00	6,000.00	846.00	5,154.00	14.10
207-000-999.401	TRANSFERS OUT CAPITAL PROJECTS	19,200.00	16,400.00	0.00	16,400.00	0.00
Total Dept 000 - UNCLASSIFIED		435,229.81	1,215,336.00	432,897.19	782,438.81	35.62
TOTAL EXPENDITURES		435,229.81	1,215,336.00	432,897.19	782,438.81	35.62

GL NUMBER	DESCRIPTION	YTD BALANCE 10/31/2025	2026-27 ORIGINAL BUDGET	YTD BALANCE 10/31/2026	AVAILABLE BALANCE	% BDGT USED
Fund 207 - POLICE FUND						
Fund 207 - POLICE FUND:						
TOTAL REVENUES		550,527.81	1,215,336.00	766,823.59	448,512.41	63.10
TOTAL EXPENDITURES		435,229.81	1,215,336.00	432,897.19	782,438.81	35.62
NET OF REVENUES & EXPENDITURES		115,298.00	0.00	333,926.40	(333,926.40)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF KEEGO HARBOR
PERIOD ENDING 10/31/2026
% Fiscal Year Completed: 33.70

GL NUMBER	DESCRIPTION	YTD BALANCE 10/31/2025	2026-27 ORIGINAL BUDGET	YTD BALANCE 10/31/2026	AVAILABLE BALANCE	% BDGT USED
Fund 247 - TAX INCREMENT FINANCE AUTHOR FUND						
Revenues						
Dept 000 - UNCLASSIFIED						
247-000-402.000	CURRENT TAXES	296,110.82	328,205.00	284,334.28	43,870.72	86.63
247-000-573.000	LOCAL COMMUNITY STABILIZATION SHARE APPR	0.00	2,500.00	0.00	2,500.00	0.00
Total Dept 000 - UNCLASSIFIED		296,110.82	330,705.00	284,334.28	46,370.72	85.98
TOTAL REVENUES		296,110.82	330,705.00	284,334.28	46,370.72	85.98
Expenditures						
Dept 000 - UNCLASSIFIED						
247-000-964.000	MISC EXPENSE	0.00	9,500.00	4,836.37	4,663.63	50.91
Total Dept 000 - UNCLASSIFIED		0.00	9,500.00	4,836.37	4,663.63	50.91
Dept 191 - ADMINISTRATION						
247-191-802.000	PROFESSIONAL AND TECHNICAL SERVICES	5,282.30	0.00	0.00	0.00	0.00
Total Dept 191 - ADMINISTRATION		5,282.30	0.00	0.00	0.00	0.00
Dept 693 - CASS LAKE ROAD						
247-693-702.000	WAGES-FULL TIME	18,183.16	37,242.00	254.56	36,987.44	0.68
247-693-711.000	FICA	1,390.82	2,849.00	19.48	2,829.52	0.68
247-693-711.004	HEALTH INSURANCE	3,668.40	10,000.00	0.00	10,000.00	0.00
247-693-711.005	RETIREMENT PLAN	0.00	3,500.00	0.00	3,500.00	0.00
247-693-711.006	LIFE INSURANCE	0.00	350.00	0.00	350.00	0.00
247-693-711.007	WORKERS COMP	0.00	400.00	0.00	400.00	0.00
247-693-802.000	PROFESSIONAL AND TECHNICAL SERVICES	0.00	80,000.00	12,582.83	67,417.17	15.73
247-693-812.000	ADMINISTRATION CHARGES	0.00	48,061.00	0.00	48,061.00	0.00
247-693-830.005	FACADE IMPROVEMENTS - PROGRAM	0.00	50,000.00	0.00	50,000.00	0.00
247-693-944.000	RENTAL OF EQUIPMENT	6,329.30	0.00	447.20	(447.20)	100.00
247-693-970.000	CAPITAL EXPENSES	13,926.62	150,000.00	8,102.00	141,898.00	5.40
Total Dept 693 - CASS LAKE ROAD		43,498.30	382,402.00	21,406.07	360,995.93	5.60
Dept 899 - TAX TRIBUNAL/OTHER REFUNDS ORDERED						
247-899-956.000	COSTS, FEES, AND CHARGES	172.86	500.00	0.00	500.00	0.00
Total Dept 899 - TAX TRIBUNAL/OTHER REFUNDS ORDERED		172.86	500.00	0.00	500.00	0.00
TOTAL EXPENDITURES		48,953.46	392,402.00	26,242.44	366,159.56	6.69
Fund 247 - TAX INCREMENT FINANCE AUTHOR FUND:						
TOTAL REVENUES		296,110.82	330,705.00	284,334.28	46,370.72	85.98
TOTAL EXPENDITURES		48,953.46	392,402.00	26,242.44	366,159.56	6.69
NET OF REVENUES & EXPENDITURES		247,157.36	(61,697.00)	258,091.84	(319,788.84)	418.32

REVENUE AND EXPENDITURE REPORT FOR CITY OF KEEGO HARBOR
PERIOD ENDING 10/31/2026
% Fiscal Year Completed: 33.70

GL NUMBER	DESCRIPTION	YTD BALANCE 10/31/2025	2026-27 ORIGINAL BUDGET	YTD BALANCE 10/31/2026	AVAILABLE BALANCE	% BDGT USED
Fund 271 - LIBRARY MILLAGE FUND						
Revenues						
Dept 000 - UNCLASSIFIED						
271-000-402.000	CURRENT TAXES	35,583.38	38,531.00	36,517.48	2,013.52	94.77
Total Dept 000 - UNCLASSIFIED		35,583.38	38,531.00	36,517.48	2,013.52	94.77
TOTAL REVENUES		35,583.38	38,531.00	36,517.48	2,013.52	94.77
Expenditures						
Dept 790 - LIBRARY SERVICES						
271-790-813.000	INTERGOVERNMENTAL SERVICES AGREEMENT	0.00	38,531.00	0.00	38,531.00	0.00
Total Dept 790 - LIBRARY SERVICES		0.00	38,531.00	0.00	38,531.00	0.00
TOTAL EXPENDITURES		0.00	38,531.00	0.00	38,531.00	0.00
Fund 271 - LIBRARY MILLAGE FUND:						
TOTAL REVENUES		35,583.38	38,531.00	36,517.48	2,013.52	94.77
TOTAL EXPENDITURES		0.00	38,531.00	0.00	38,531.00	0.00
NET OF REVENUES & EXPENDITURES		35,583.38	0.00	36,517.48	(36,517.48)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF KEEGO HARBOR
PERIOD ENDING 10/31/2026
% Fiscal Year Completed: 33.70

GL NUMBER	DESCRIPTION	YTD BALANCE 10/31/2025	2026-27 ORIGINAL BUDGET	YTD BALANCE 10/31/2026	AVAILABLE BALANCE	% BDGT USED
Fund 401 - CAPITAL PROJECTS FUND						
Revenues						
Dept 000 - UNCLASSIFIED						
401-000-699.207	TRANSFER IN FROM POLICE FUND	19,200.00	16,400.00	0.00	16,400.00	0.00
Total Dept 000 - UNCLASSIFIED		19,200.00	16,400.00	0.00	16,400.00	0.00
TOTAL REVENUES		19,200.00	16,400.00	0.00	16,400.00	0.00
Expenditures						
Dept 101 - CITY COUNCIL						
401-101-970.000	CAPITAL EXPENSES	10,999.86	0.00	0.00	0.00	0.00
Total Dept 101 - CITY COUNCIL		10,999.86	0.00	0.00	0.00	0.00
Dept 207 - POLICE IN CAR COMPUTERS						
401-207-981.003	POLICE EQUIPMENT	6,287.42	16,400.00	2,241.00	14,159.00	13.66
Total Dept 207 - POLICE IN CAR COMPUTERS		6,287.42	16,400.00	2,241.00	14,159.00	13.66
TOTAL EXPENDITURES		17,287.28	16,400.00	2,241.00	14,159.00	13.66
Fund 401 - CAPITAL PROJECTS FUND:						
TOTAL REVENUES		19,200.00	16,400.00	0.00	16,400.00	0.00
TOTAL EXPENDITURES		17,287.28	16,400.00	2,241.00	14,159.00	13.66
NET OF REVENUES & EXPENDITURES		1,912.72	0.00	(2,241.00)	2,241.00	100.00

GL NUMBER	DESCRIPTION	YTD BALANCE 10/31/2025	2026-27 ORIGINAL BUDGET	YTD BALANCE 10/31/2026	AVAILABLE BALANCE	% BDGT USED
Fund 592 - WATER & SEWER FUND						
Revenues						
Dept 000 - UNCLASSIFIED						
592-000-451.120	MISC PERMIT	0.00	2,400.00	0.00	2,400.00	0.00
592-000-528.004	CRITICAL INFRASTRUCTURE GRANT	0.00	58,051.00	0.00	58,051.00	0.00
592-000-601.000	WATER AND SEWER FLAT FEE	3,716.04	14,500.00	3,709.52	10,790.48	25.58
Total Dept 000 - UNCLASSIFIED		3,716.04	74,951.00	3,709.52	71,241.48	4.95
TOTAL REVENUES		3,716.04	74,951.00	3,709.52	71,241.48	4.95
Expenditures						
Dept 000 - UNCLASSIFIED						
592-000-930.000	MAINTENANCE AND REPAIRS	0.00	5,000.00	0.00	5,000.00	0.00
592-000-930.001	GENERAL CAPITAL OUTLAY	0.00	53,000.00	0.00	53,000.00	0.00
592-000-931.001	BEECHMONT DRAIN LIFT STATION	0.00	25,000.00	0.00	25,000.00	0.00
592-000-932.001	LSLR LEAD SER. LINE REPLACEMENT	0.00	175,051.00	10,390.65	164,660.35	5.94
Total Dept 000 - UNCLASSIFIED		0.00	258,051.00	10,390.65	247,660.35	4.03
TOTAL EXPENDITURES		0.00	258,051.00	10,390.65	247,660.35	4.03
Fund 592 - WATER & SEWER FUND:						
TOTAL REVENUES		3,716.04	74,951.00	3,709.52	71,241.48	4.95
TOTAL EXPENDITURES		0.00	258,051.00	10,390.65	247,660.35	4.03
NET OF REVENUES & EXPENDITURES		3,716.04	(183,100.00)	(6,681.13)	(176,418.87)	3.65
TOTAL REVENUES - ALL FUNDS		2,912,055.77	4,730,744.00	3,152,210.77	1,578,533.23	66.63
TOTAL EXPENDITURES - ALL FUNDS		1,339,149.80	4,854,300.00	1,467,315.80	3,386,984.20	30.23
NET OF REVENUES & EXPENDITURES		1,572,905.97	(123,556.00)	1,684,894.97	(1,808,450.97)	1,363.67

CITY OF KEEGO HARBOR
STUDY SESSION MEETING MINUTES
Tuesday, October 13, 2026, 7:00 PM
2025 Beechmont St.
Keego Harbor, MI 48320

CALL THE MEETING TO ORDER
Mayor Ross called the meeting to order at 7:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL:
Present*:* Mayor Joel Ross, Mayor Pro Tem Elsen, Council Member Fletcher, Council Member Streng, and Council Member Williams

STAFF PRESENT: Interim City Manager Joe Gacioch, Interim City Clerk Stacy Goodall

APPROVAL OF AGENDA
Motion by Mayor Pro Tem Elsen; supported by Council Member Williams to move agenda item D in between A and B.
Ayes: 5 Nays: 0

Motion Carries

PRESENTATIONS

PUBLIC COMMENT:
Joel Yoder- comments on garbage not picked up, budget amendments, and Jawbreakers is a new business in Keego.

CONSENT AGENDA

REGULAR AGENDA
3125 Orchard Lake Rd. Dangerous Tree- Public Nuisance Request from City Manager
The owner provided a receipt from a tree company that will remove the tree. The city will follow up and hold a special meeting if needed.
Motion by Mayor Pro Tem Elsen; supported by Council Member Fletcher to table agenda item A, 3125 Orchard Lake Road dangerous tree, public nuisance request from the city manager.
Ayes: 5 Nays: 0

Motion Carries

Community Brand and Logo Update
Brian Burch presented his proposal. The city received three proposals over 9 months. Julie O'Brien was recognized for her contributions. The subcommittee did gather community feedback last year which will be leveraged to streamline the process.

Draft Discussion: Vacant and Nuisance Properties Ordinance Text Amendment
The city does have a vacant property registration ordinance which was updated in 2011. City Manager Gacioch reviewed new language for this ordinance and board members discussed changes. The board members would like Planning Commission to review.

PA210 Commercial Rehabilitation Act Incentive
PA210 encourages the rehabilitation of commercial properties by freezing the taxes. This would be a city incentive policy with an objective for community benefit. The city manager presented the background information and process to the council members. A tax district will need to be established, and a public hearing will need to be scheduled.

MDOT Transportation Asset Management Plan
Submission is required every 3 years by the state for all communities that receive Act 51 gas funds and has local streets that benefit from those funds.

Parks & Recreation Events Calendar
The approved calendar is not available at this time.

CITY COUNCIL COMMENTS

Meeting adjourned at 9:45 p.m.

Joel Ross City of Keego Harbor, its Mayor	Stacy Goodall City of Keego Harbor, its Interim City Clerk

CITY OF KEEGO HARBOR
CITY COUNCIL MEETING MINUTES
Thursday, October 15, 2026, AT 7:00 PM
2025 Beechmont St.
Keego Harbor, MI 48320

CALL THE MEETING TO ORDER:

Mayor Ross called the meeting to order at 7:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL: Mayor Joel Ross, Mayor Pro Tem Cristina Elsen, Council Member John Fletcher, Council Member Corine Streng, and Council Member Sue Williams

STAFF PRESENT: Interim City Manager Joe Gacioch, and City Attorney Kari Miller.

Motion by Council Member Williams; supported by Council Member Streng to excuse John Fletcher from the October 15th council meeting.
Ayes: 3 *Nays: 0*

Motion Carries

APPROVAL OF AGENDA

Motion by Council Member Streng; supported by Mayor Ross to amend the agenda; to add consent agenda item D, approval to receive the fiscal year ending 2025-2026 financial statements
Ayes: 3 *Nays: 0*

Motion Carries

PRESENTATIONS

- Audit- Year End 2025-2026 Rana Emmons
- Call to Council- Board & Commission Liaison Reports
    - Mayor
    - Planning Commission
    - Parks and Recreation
    - Police Chief
    - City Attorney
    - City Manager

PUBLIC COMMENT: (non-agenda items only)

Joel Yoder- Encourage the Council candidates that don't win in November to

volunteer, AI meeting minutes, and audit comments.

PUBLIC HEARINGS

None

APPROVAL OF CONSENT AGENDA:

Motion by Council Member Williams; supported by Council Member Streng to accept the consent agenda as modified to include the financial audit for the 25-26 year.

Ayes: 5 Nays:0

Motion Carries

REGULAR AGENDA:

3125 Orchard Lake Rd. Dangerous Tree- Public Nuisance Request from the City Manager

Motion by Council Member Streng; supported by Mayor Ross to table this action related to the dangerous tree at 3125 Orchard Lake Road due to a commitment received by the property owner and his agreement to remove it by October 30th.

Ayes: 4 Nays: 0

Motion Carries

Mayor Pro Tem arrived 7:48pm

Vacant and Nuisance Properties Ordinance Text Amendment

Motion by Mayor Pro Tem Elsen; supported by Council Member Streng to request the city manager schedule a public hearing to amend the vacant property ordinance in November as presented as well as bringing it to Planning Commission for review.

Ayes: 4 Nays: 0

Motion Carries

PA210 Commercial Rehabilitation Act Incentive

Motion by Council Member Streng; supported by Mayor Pro Tem Elsen to direct the city manager to prepare a draft Public Act 210 Commercial Rehabilitation policy and a Phase One, Dollar Lake Waterfront Orchard Lake District as presented for review by the City Attorney, contract assessor, and TIFA Board, and to return them to the council for consideration.

Ayes: 4 Nays:0

Motion Carries

Community Brand & Logo Update Submittal by Burch Brands
Resolution by Mayor Pro Tem Elsen; supported by Council Member Streng to approve the submittal by Burch Brands to update the city's brand and logo at a cost not to exceed $9,000, to be paid for from account 101.267.802 as submitted by the City Manager.
Roll Call: Streng yes, Elsen yes, Williams no, Ross yes.

Resolution Carries

MDOT Transportation Asset Management Plan Submittal
Motion by Mayor Pro Tem Elsen; supported by Council Member Williams to approve the 2026-2029 MDOT Transportation Asset Management Plan (TAMP)as submitted by the City Manager.
Ayes: 4 *Nays: 0*

Motion Carries

COUNCIL COMMENTS

ADJOURNMENT

Mayor Ross adjourned the meeting at 8:50 pm.

_____	_____
Joel Ross	Stacy Goodall
City of Keego Harbor, its Mayor	City of Keego Harbor, its Interim City Clerk

City of Keego Harbor

Keego Harbor, Michigan, 48320

From: Joe Gacioch, Interim City Manager

Meeting: November 19, 2026

Subject: Interlocal Agreement with Oakland County for access to shared IT services

Recommended Action: Move to approve the attached Resolution that supports the renewal of the I.T. Services Interlocal Agreement between Oakland County and the City of Keego Harbor including the referenced exhibits for a term of five years from the date of full execution and to authorize the City Manager to execute the agreement on behalf of the City as submitted by the City Manager.

Introduction:

Oakland County has asked the City to approve and sign a five-year I.T. Services Interlocal Agreement covering online and counter payment processing, County network and internet connectivity, ArcGIS Online, and GIS data sharing. Council approval is required before the City can sign, and a certified copy of the approving resolution must accompany the signed agreement.

Background:

The agreement covers seven of the ten available services, and six of the seven carry no fee to the City. Only OakNet Connectivity is billed.

Exhibit	Service	What the County provides	Main City duties	Cost to City
I	Online Payments	Web portal for the public to pay fees, permits and tickets by card or e-check; admin site for credits and activity reports	Post the County URL on the City website; answer resident payment questions	None; residents pay a County-set processing fee
II	Over the Counter Payments	Card and eWallet reader and software for counter and phone payments, hardware at no cost	Provide a City computer on premises; answer resident questions	None
III	Pay Local Taxes	Online and phone payment of local property taxes, posted	Post the County URL; answer resident questions	None; residents pay a County-set processing fee

		to the City's records automatically		
VII	OakNet Connectivity	County-owned network equipment, one port, and a private IP range, 24/7	Space and power for County equipment; maintain internal network; pay for relocation or removal it requests	Monthly invoice for communication lines at the County's provider rates; County may waive for in-county bodies
VIII	Internet Service	Outbound internet access through the County's provider	Follow the provider's acceptable use policy	None, unless the County later notifies the City of a fee
IX	ArcGIS Online	Named User accounts on the County's ESRI portal, with Tier 1 support	Sign the ESRI acknowledgment; register users; report departed staff; keep PII, PHI and CJIS data out of the system	None
X	Data Sharing	County GIS data and Access Oakland products for City use such as planning, zoning and inspection	Use only for City duties; no third-party redistribution; contractors must sign the County's data sharing agreement	None

Strategic Pillars:

Item Costs:

Attachments:

1. 20261119_County Interlocal Resolution
2. CITY OF KEEGO HARBOR - IT Service Agreement-Awaiting Agency Signature

Sincerely,
Joseph Gacioch
City Manager

City of Keego Harbor
2025 Beechmont
Keego Harbor, Michigan 4 8 3 20
"Heart of the Lakes"

Resolution Supporting an Interlocal Agreement for IT Services between the City and Oakland County

WHEREAS, Oakland County provides information technology services to local units of government under the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 et seq.; and

WHEREAS, the City wishes to continue receiving online and counter payment processing, network and internet connectivity, ArcGIS Online and GIS data sharing services from the County;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of Keego Harbor

_____
Mayor, Joel Ross
Date: _____

_____
Interim City Clerk, Stacy Goodall
Date: _____

AGREEMENT FOR I.T. SERVICES BETWEEN
OAKLAND COUNTY AND
CITY OF KEEGO HARBOR

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the City of Keego Harbor ("Public Body"), 2025 Beechmont Street, Keego Harbor, MI 48320**.** County and Public Body may also be referred to jointly as "Parties".

PURPOSE OF AGREEMENT. County and Public Body enter into this Agreement for the purpose of providing Information Technology Services ("I.T. Services") for Public Body pursuant to Michigan law.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS**. The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows.

   1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.

   1.2. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

   1.3. **Confidential Information** means all information and data that the County is required or permitted by law to keep confidential including records of County's security measures, including security plans, security codes and combinations, passwords, keys, and security procedures, to the extent that the records relate to ongoing security of the County as well as records or information to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs relating to ongoing security measures, capabilities and plans for responding to a violation of the Michigan anti-terrorism act, emergency response plans, risk planning documents, threat assessments and domestic preparedness strategies.

   1.4. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.

1.5. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.

1.6. **Public Body** means the City of Keego Harbor which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For purposes of this Agreement, Public Body includes any Michigan court, when acting in concert with its funding unit, to obtain I.T. Services.

1.7. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who have access to the I.T. Services provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.

1.8. **Points of Contact** mean the individuals designated by Public Body and identified to County to act as primary and secondary contacts for communication and other purposes as described herein.

1.9. **I.T. Services** means the following individual I.T. Services provided by County's Department of Information Technology, if applicable:

1.9.1. **Online Payments** mean the ability to accept payment of monies owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or electronic debit of a checking account.

1.9.2. **Over The Counter Payments** means the ability to accept payment of monies owed to Public Body initiated via a credit card reader attached to an on-premise computer with access to a website maintained by County using a credit card or a debit card that functions as a credit card.

1.9.3. **Pay Local Taxes** means the ability to accept payment of local property taxes owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or an electronic debit of a checking account. (Does not apply to Public Bodies outside of Oakland County).

1.9.4. **Jury Management System** means a subscription-based software that facilitates the selection and communication with potential and selected individuals who may serve as jurors.

1.9.5. **Collaborative Asset Management System ("CAMS")** means providing for the collaborative use of information related to public assets, such as water, sanitary sewer, and/or storm sewer infrastructure, that is managed by various governmental entities participating in the CAMS within the County of Oakland in order to promote the effective maintenance and care of these assets.

1.9.6. **Data Center Use & Services** means providing space for Public Body's equipment in County's Data Center and access to electrical power and backup power.

1.9.7. **Oaknet Connectivity** means use of communication lines and network equipment maintained by County for the transmission of digital information whether leased or owned by County.

1.9.8. **Internet Service** means access to the Internet from Public Body's work stations. Access from the Internet to Public Body's applications, whether at County or at Public Body (hosting), is not included.

1.9.9. **ArcGIS Online** means the ability to access a web based, collaborative Geographic Information System (GIS) that allows users having an ArcGIS Online (AGO) Named User account to create and share maps, applications (apps), layers, analytics, and data in Environmental Systems Research Institute, Inc.'s ("ESRI") secure cloud.

1.9.10. **Data Sharing** means the ability for the Public Body to utilize Access Oakland Products and data owned and maintained by the County on or in relation to its Geographic Information System (GIS).

1.10. **Service Center** means the location of technical support and information provided by County's Department of Information Technology.

1.11. **Exhibits** mean the following descriptions of I.T. Services which are governed by this Agreement only if they are attached to this Agreement and selected below or added at a later date by a formal amendment to this Agreement:

X Exhibit I: Online Payments

X Exhibit II: Over The Counter Payments

X Exhibit III: Pay Local Taxes

Exhibit IV: Jury Management System

Exhibit V: Collaborative Asset Management System (CAMS)

Exhibit VI: Data Center Use and Services

X Exhibit VII: Oaknet Connectivity

X Exhibit VIII: Internet Service

X Exhibit IX: ArcGIS Online

X Exhibit X: Data Sharing

2. COUNTY RESPONSIBILITIES.

2.1. County, through its Department of Information Technology, shall provide the I.T. Services selected above which are attached and incorporated into this Agreement.

2.2. County shall support the I.T. Services as follows:

2.2.1. **Access.** County will provide secure access to I.T. Services for use on hardware provided by Public Body as part of its own computer system or as otherwise provided in an Exhibit to this Agreement.

2.2.2. **Maintenance and Availability.** County will provide maintenance to its computer system to ensure that the I.T. Services are functional, operational, and work for intended purposes. Such maintenance to County's system will include "bug" fixes, patches, and upgrades, such as software, hardware, database and network upgrades. The impact of patches and/or upgrades to the applications will be thoroughly evaluated by County and communicated to Public Body through their Points of Contact prior to implementation in Public Body's production environment. County will reserve scheduled maintenance windows to perform these work activities. These maintenance windows will be outlined specifically for each application in the attached Exhibits.

2.2.2.1. If changes to scheduled maintenance windows or if additional maintenance times are required, County will give as much lead time as possible.

2.2.2.2. During maintenance windows, access to the application may be restricted by County without specific prior notification.

2.3. County may deny access to I.T. Services so that critical unscheduled maintenance (i.e. break-fixes) may be performed. County will make prompt and reasonable efforts to minimize unscheduled application downtime. County will notify the Points of Contact about such interruptions with as much lead time as possible.

2.4. **Backup and Disaster Recovery**.

2.4.1. County will perform periodic backups of I.T. Services hosted on County's computer system. Copies of scheduled backups will be placed offsite for disaster recovery purposes.

2.4.2. County will maintain a disaster recovery process that will be used to recover applications during a disaster or failure of County's computer system.

2.5. **Auditing**. County may conduct scheduled and unscheduled audits or scans to ensure the integrity of County's data and County's compliance with Federal, State and local laws and industry standards, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and Payment Card Industry Data Security Standard (PCI DSS.)

2.5.1. In order to limit possibility of data theft and scope of audit requirements, County will not store credit card account numbers. County is only responsible for credit card data during the time of transmission to payment processor.

2.6. **Training and Information Resources.** County may provide training on use of the I.T. Services on an as-needed basis or as set forth in an Exhibit to this Agreement.

2.7. **Service Center.** I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number, e-mail or website provided below. The Points of Contact and information in the table below can be modified unilaterally by the County without executing an amendment to this Agreement in accordance with Section 4. In such cases, the County must provide written notice to the Public Body of any modifications. The Service Center is staffed to provide support during County's normal business hours of 8:30 a.m. to 5:00 p.m., EST, Monday through Friday, excluding holidays. The Service Center can receive calls to report I.T. Service outages 24 hours a day, 7 days a week.

Outages are defined as unexpected service downtime or error messages. Depending on severity, outage reports received outside of County's normal business hours may not be responded to until the resumption of County's normal business hours.

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com
Service Center Website	https://sc.oakgov.com

2.8. County may access, use and disclose transaction information and any content to comply with the law such as a subpoena, Court Order or Freedom of Information Act request. County shall first refer all such requests for information to Public Body's Points of Contact for their response within the required time frame. County shall provide assistance for the response if requested by the Public Body's Points of Contact, and if able to access the requested information. County shall not distribute Public Body's data to other entities for reasons other than in response to legal process.

2.9. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. The County will provide Public Body with access to these terms and conditions. County will provide notice when it becomes aware of changes to the terms and conditions of these agreements that are applicable to Public Body.

3. **PUBLIC BODY RESPONSIBILITIES.**

3.1. Public Body shall immediately notify County of any unauthorized use of the I.T. Services and any breach of security of the I.T. Services. Public Body shall cooperate with County in all investigations involving the potential misuse of County's computer system or data.

3.2. Public Body is the owner of all data provided by Public Body and is responsible for providing all initial data identified in the attached Exhibits in a format acceptable to County. Public Body is responsible for ensuring the accuracy and currency of data contained within its applications.

3.3. Public Body shall follow County's I.T. Services requirements as described on County's website. Public Body shall comply with County's minimum standards for each Internet browser used by Public Body to access I.T. Services as set forth in an Exhibit(s) to this Agreement. Public Body shall meet any changes to these minimum standards that County may reasonably update from time to time.

3.4. Public Body shall not interfere with or disrupt the I.T. Services provided herein or networks connected with the I.T. Services.

3.5. Public Body requires that each Public Body Employee with access to I.T. Services shall:

3.5.1. Utilize an antivirus software package/system on their equipment and keep same updated in a reasonable manner.

3.5.2. Have a unique User ID and password that will be removed upon termination of Public Body Employee's employment or association with Public Body.

3.5.3. Maintain the most reasonably current operating system patches on all equipment accessing the I.T. Services.

3.6. If authorized by County, Public Body may extend I.T. Services to other entities which are created by or primarily funded by state or local authority. If County authorizes Public Body to provide access to any I.T. Services to other entities, Public Body shall require those entities to agree to utilize an antivirus software package/system on computers accessing the I.T. Services and to assign users of the I.T. Services a unique User ID and password that will be terminated when a user is no longer associated with the entity. Public Body must require an entity receiving I.T. Services under this Section, to agree in writing to comply with the terms and conditions of this Agreement and to provide County with a copy of this writing.

3.7. For each I.T. Service covered by an Exhibit to this Agreement, Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County. The Points of Contact responsibilities shall include:

3.7.1. Direct coordination and interaction with County staff.

3.7.2. Communication with general public supported by Public Body.

3.7.3. Following County's procedures to report an application incident.

3.7.4. If required by County, attend training classes provided by County either online or at County's Information Technology Building in Waterford, Michigan or other suitable location determined by County.

3.7.5. Providing initial support services to Public Body users prior to logging a Service Center incident with County.

3.7.6. Requesting security changes and technical support from the Service Center.

3.7.7. Testing Applications in conjunction with County, at the times and locations mutually agreed upon by County and Public Body.

3.7.8. To report a service incident to the Service Center, one of Public Body's Points of Contact shall provide the following information:

3.7.8.1. Contact Name

3.7.8.2. Telephone Number

3.7.8.3. Email Address

3.7.8.4. Public Body Name

3.7.8.5. Application and, if possible, the specific module with which the incident is associated.

3.7.8.6. Exact nature of the problem or function including any error message that appeared on the computer screen.

3.7.8.7. Any action the Points of Contact or user has taken to resolve the matter.

3.8. Public Body may track the status of the incident by calling the Service Center and providing the Incident Number.

3.9. Public Body shall respond to Freedom of Information Act Requests relating to Public Body's data.

3.10. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and

similar terms of service, in order to provide I. T. Services to Public Body. Public Body agrees to comply with these terms and conditions. Public Body may follow the termination provisions of this Agreement if it determines that it cannot comply with any of the terms and conditions.

4. **DURATION OF INTERLOCAL AGREEMENT.**

4.1. This Agreement and any amendments shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party except as otherwise specified below. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State. If Public Body is a Court, a signature from the Chief Judge of the Court shall evidence approval by the Public Body, providing a resolution and minutes does not apply. If the Public Body is the State of Michigan, approval and signature shall be as provided by law.

4.2. Notwithstanding Section 4.1, the Chairperson of the Oakland County Board of Commissioners is authorized to sign amendments to the Agreements to add Exhibits that were previously approved by the Board of Commissioners but are requested by Public Body after the execution of the Agreement. An amendment signed by the Board Chairperson under this Section must be sent to the Election Division in the County Clerk's Office to be filed with the Agreement once it is signed by both Parties.

4.3. Unless extended by an Amendment, this Agreement shall remain in effect for five (5) years from the date the Agreement is completely executed by all Parties or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

5. **PAYMENTS**.

5.1. I.T. Services shall be provided to Public Body at the rates specified in the Exhibits, if applicable.

5.2. **Possible Additional Services and Costs.** If County is legally obligated for any reason, e.g. subpoena, Court Order, or Freedom of Information Request, to search for, identify, produce or testify regarding Public Body's data or information that is electronically stored by County relating to I.T. Services the Public Body receives under this Agreement, then Public Body shall reimburse County for all reasonable costs the County incurs in searching for, identifying, producing or testifying regarding such data or information. County may waive this requirement in its sole discretion.

5.3. County shall provide Public Body with a detailed invoice/explanation of County's costs for I.T. Services provided herein and/or a statement describing any amounts owed to County. Public Body shall pay the full amount shown on any such invoice within sixty (60) calendar days after the date shown on any such invoice. Payment shall be sent along with a copy of the invoice to: Oakland County Treasurer – Cash Acctg, Bldg 12 E, 1200 N. Telegraph Road, Pontiac, MI 48341.

5.4. If Public Body, for any reason, fails to pay County any monies when and as due under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any

setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.

5.5. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.

5.6. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due to County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

6. **ASSURANCES**.

6.1. Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.

6.2. Except as provided for in Section 5.6, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.

6.3. Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.

6.4. Public Body shall be solely responsible for all costs, fines and fees associated with any misuse by its Public Body Employees of the I.T. Services provided herein.

6.5. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.

6.6. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

6.7. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

7. USE OF CONFIDENTIAL INFORMATION

7.1. The Parties shall not reproduce, provide, disclose, or give access to Confidential Information to the County or to a Public Body Employee not having a legitimate need to know the Confidential Information, or to any third-party. County and Public Body Employees shall only use the Confidential Information for performance of this Agreement. Notwithstanding the foregoing, the Parties may disclose the Confidential Information if required by law, statute, or other legal process provided that the Party required to disclose the information: (i) provides prompt written notice of the impending disclosure to the other Party, (ii) provides reasonable assistance in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required. This Agreement imposes no obligation upon the Parties with respect to any Confidential Information which can establish by legally sufficient evidence: (i) was in possession of or was known by prior to its receipt from the other Party, without any obligation to maintain its confidentiality; or (ii) was obtained from a third party having the right to disclose it, without an obligation to keep such information confidential.

7.2. Within five (5) business days' receipt of a written request from the other Party, or upon termination of this Agreement, the receiving Party shall return or destroy all of the disclosing Party's Confidential Information.

8. **DISCLAIMER OR WARRANTIES**.

8.1. The I.T. Services are provided on an "as is" and "as available" basis. County expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

8.2. County makes no warranty that (i) the I.T. Services will meet Public Body's requirements; (ii) the I.T. Services will be uninterrupted, timely, secure or error-free; nor (iii) the results that may be obtained by the I.T. Services will be accurate or reliable.

8.3. Any material or data downloaded or otherwise obtained through the use of the I.T. Services is accessed at Public Body's discretion and risk. Public Body will be solely responsible for any damage to its computer system or loss of data that results from downloading any material.

9. **LIMITATION OF LIABILITY**. In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.

10. **DISPUTE RESOLUTION**. All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County's Chief Information Officer and Public Body's Agreement Administrator for possible resolution. County's Chief Information Officer and Public Body's Agreement Administrator may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.

11. **TERMINATION OR CANCELLATION OF AGREEMENT**.

    11.1. Either Party may terminate or cancel this entire Agreement or any one of the I.T. Services described in the attached Exhibits, upon one hundred twenty (120) days written notice, if either Party decided, in its sole discretion, to terminate this Agreement or one of the Exhibits, for any reason including convenience.

    11.2. Early termination fees may apply to Public Body if provided for in the Exhibits.

    11.3. The effective date of termination and/or cancellation shall be clearly stated in the written notice. Either the County Executive or the Board of Commissioners is authorized to terminate this Agreement for County under this provision. A termination of one or more of the Exhibits which does not constitute a termination of the entire Agreement may be accepted on behalf of County by its Chief Information Officer.

12. **SUSPENSION OF SERVICES**. County, through its Chief Information Officer, may immediately suspend I.T. Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the I.T. Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend I.T. Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 11. County shall not incur any penalty, expense or liability if I.T. Services are suspended under this Section.

13. **DELEGATION OR ASSIGNMENT**. Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

14. **NO EMPLOYEE-EMPLOYER RELATIONSHIP**. Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Public Body.

15. **NO THIRD-PARTY BENEFICIARIES**. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.

16. **NO IMPLIED WAIVER**. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

17. **SEVERABILITY**. If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

18. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms of and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms in the Exhibits or other documents that comprise this Agreement.

19. **CAPTIONS**. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not

intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

20. **FORCE MAJEURE**. Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.

21. **NOTICES**. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.

    21.1. If Notice is sent to County, it shall be addressed and sent to: Chief Information Officer, Oakland County Department of Information Technology, 1200 North Telegraph Road, Pontiac, Michigan, 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.

    21.2. If Notice is sent to Public Body, it shall be addressed to: Denise Hanley, Treasurer@keegoharbor.org, 2025 Beechmont Street, Keego Harbor, MI 48320.

    21.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.

22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE**. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

23. **ENTIRE AGREEMENT**.

    23.1. This Agreement represents the entire agreement and understanding between the Parties regarding the specific Services described in the attached Exhibits. With regard to those Services, this Agreement supersedes all other oral or written agreements between the Parties.

    23.2. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Denise Hanley hereby acknowledges that he/she has been authorized by a resolution of the City of Keego Harbor, a certified copy of which is attached, or by approval of the Chief Judge if the Public Body is a Court, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
Denise Hanley, Treasurer

WITNESSED: _____ DATE: _____

AGREEMENT
ADMINISTRATOR: _____ DATE: _____
(IF APPLICABLE)

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
David T. Woodward, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____
Oakland County Board of Commissioners
County of Oakland

EXHIBIT I
I.T. SERVICES AGREEMENT
ONLINE PAYMENTS

INTRODUCTION

The I.T. Service described in this Exhibit (Online Payments) will provide government agencies with the ability to accept card (credit and debit) payments, certain digital wallets (eWallets) selected by County, and/or electronic check payments online, collectively referred to as the "payment methods".

1.0 COUNTY RESPONSIBILITIES

1.1 County will provide an I.T. Service where the general public can make payments for any type of fees or costs, i.e. pay property taxes, licenses, permits or traffic tickets by means of the payment methods, utilizing the Internet. County may use vendor(s) to perform the services that County will provide to Public Body.

1.2 If requested by Public Body, County will provide a single public web page that will reside on County server(s) and include basic information with links to the I.T. Service for Online Payments. County will not provide content management. County will provide basic design template customization (header and colors) and minimal content (basic contact information). URLs will have a G2Gcloud.com domain name. County has sole discretion as to what may be placed on this one-page website.

1.3 County will provide Public Body with access to a password protected website where Public Body can issue credits and view daily, weekly, and monthly transaction activity of payments processed through this I.T. Service.

1.4 The Payment Processing Service Fee (the "Fee") charged to the general public shall be an amount established by County Board of Commissioners.

2.0 PUBLIC BODY RESPONSIBILITIES

2.1 Public Body will be responsible for placing the URL provided by County onto their website for this service.

2.2 Public Body will include the URL in printed or electronic communications to the general public regarding this service.

2.3 Public Body shall respond to all questions from the general public regarding payments. County shall refer questions regarding the amount of payment due or owing to Public Body.

3.0 SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department and/or County's vendor(s), as described in the Agreement.

4.0 SERVICE ACCESS AND REQUIREMENTS

4.1 Service Access

4.1.1 Access to the I.T. Service is via an internet browser. The URL for the general public to initiate the Online Payments service will be provided by County.

4.1.2 Public Body will provide access to this I.T. Service for the general public via the URL provided by County on the web site owned by Public Body.

4.1.3 The URL for Public Body to view activity reports and to perform all administrative functions and for the general public to maintain recurring payments will be provided by County.

4.2 Service Requirements

4.2.1 The general public shall be required to pay County the Fee to use this I.T. Service. County will use the Fee(s) to recover costs associated with this I.T. Service.

4.2.2 The person making the payment will authorize one transaction. The funds received for the payment of monies owed to Public Body will be deposited into an account owned by the Public Body. The funds received from the Fee will be deposited into an account owned by County.

5.0 SERVICE COSTS

Public Body does not have to pay the County for this I.T. Service.

6.0 PROVISION AND MAINTENANCE OF DATA

6.1 Public Body must use the same payment method processing entities used by County. The names and contact information for these entities shall be provided by County. County shall notify Public Body in advance of any changes to the third-party entities.

6.2 Public Body shall provide County with all necessary bank account and routing numbers to give effect to this Agreement.

7.0 LICENSE USE AND ACCESS

County grants to Public Body a nonexclusive license to use County developed applications needed to receive this I.T. Service. This license cannot be provided to any other party without County's consent in writing.

EXHIBIT II
I.T. SERVICES AGREEMENT
OVER THE COUNTER PAYMENTS
IN COUNTY

INTRODUCTION

The I.T. Service described in this Exhibit (Over the Counter Payments) will provide government agencies with the ability to take card (credit and debit) payments and certain digital wallets (eWallets), collectively referred to as the "payment methods", at the counter and over the phone.

1.0 COUNTY RESPONSIBILITIES

1.1 County will provide an I.T. Service where the general public can make Over the Counter Payments for any type of fees or costs; i.e. pay property taxes, licenses, permits or traffic tickets by means of the payment methods. County may use vendor(s) to perform the services that County will provide to Public Body.

1.2 County will provide Public Body with access to a password protected website where Public Body can issue credits and view daily, weekly, and monthly transaction activity of payments processed through this I.T. Service.

1.3 The Payment Processing Service Fee (the "Fee") charged to the general public shall be an amount established by the County Board of Commissioners.

2.0 PUBLIC BODY RESPONSIBILITIES

Public Body shall respond to all questions from the general public regarding payments.

3.0 SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department and/or County's vendor(s) as described in the Agreement.

4.0 SERVICE ACCESS AND REQUIREMENTS

4.1 Service Access

4.1.1 Access to the I.T. Service is via a card and eWallet reader provided by County attached to a computer with a connection to an Internet website run by County.

4.1.2 The URL for Public Body to view activity reports and to perform all administrative functions will be provided by County.

4.1.3 Public Body will provide access to this I.T. Service for the general public via computer owned by Public Body and on the premise of the Public Body. This computer may be operated by Public Body staff or made available directly to the general public.

4.2 Service Requirements

4.2.1 The general public shall be required to pay County the Fee to use this I.T. Service. County will use the Fee(s) to recover costs associated with this I.T. Service.

4.2.2 The person making the payment will authorize one transaction. The funds received for the payment of monies owed to Public Body will be deposited into an account owned by the Public Body. The funds received from the Fee will be deposited into an account owned by County.

5.0 SERVICE AND EQUIPMENT COSTS

5.1 Public Body does not have to pay the County for payment processing, customer support, or electronic payment methods (software, application, portal, etc.) for this I.T. Service.

5.2 County will acquire the hardware for non-electronic payment methods and provide the hardware to Public Body at no cost to Public Body.

6.0 PROVISION AND MAINTENANCE OF DATA

6.1 Public Body must use the same payment method processing entities used by County. The names and contact information for these entities shall be provided by County. County shall notify Public Body in advance of any changes to the third-party entities.

6.2 Public Body shall provide County with all necessary bank account and routing numbers to give effect to this Agreement.

7.0 LICENSE USE AND ACCESS

County grants to Public Body a nonexclusive license to use County developed applications needed to receive this I.T. Service. This license cannot be provided to any other party without County's consent in writing.

EXHIBIT III
I.T. SERVICES AGREEMENT
PAY CURRENT TAXES

INTRODUCTION

The I.T. Service described in this Exhibit (Pay Current Taxes) will provide government agencies with the ability to accept card (credit and debit) payments, certain digital wallets (eWallets) selected by County, electronic check payments online and via telephone, and payment at certain private retailers selected by County, collectively referred to as the "payment methods".

1.0 COUNTY RESPONSIBILITIES

1.1 County and/or County's vendors will provide an I.T. service where the general public can pay government taxes by credit card or electronic check via the Internet.

1.2 County will provide a telephone number where the general public can pay for government taxes by means of a credit card or electronic check.

1.3 When tax payments are made to Public Body through this I.T. Service, County will post the payment without Public Body entering the data separately.

1.4 County shall provide a telephone number for the general public to call with questions regarding the payment procedure. County shall refer all questions regarding the amount of payment due to Public Body.

1.5 County will provide Public Body with access to a password protected website where Public Body can issue credits as required and can view daily, weekly, and monthly transaction activity of payments.

1.6 The Payment Processing Service Fee (the "Fee") charged to the general public shall be an amount established by County Board of Commissioners.

2.0 PUBLIC BODY RESPONSIBILITIES

2.1 Public Body will be responsible for placing the URL provided by County onto their website for this service.

2.2 Public Body shall respond to all questions from the general public regarding payments.

3.0 SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department and/or County's vendor(s) as described in the Agreement.

4.0 SUPPORT SERVICES AND REQUIREMENTS

4.1 Service Access

4.1.1 Access to the I.T. Service will be via an internet browser. The URL to initiate the I.T. Service is: https://www.PayLocalTaxes.com

4.1.2 The URL for Public Body to view activity reports and to perform all administrative functions will be provided by County.

4.2 Service Requirements

4.2.1 The general public shall be required to pay County the Fee to use this I.T. Service. County will use the Fee(s) to recover costs associated with this I.T. Service.

4.2.2 The person making the payment will authorize one transaction. The funds received for the payment of monies owed to Public Body will be deposited into an account owned by the Public Body. The funds received from the Fee will be deposited into an account owned by County.

5.0 SERVICE COSTS

Public Body does not have to pay the County for this I.T. Service.

6.0 PROVISION AND MAINTENANCE OF DATA

6.1 Public Body must use the same payment method processing entities used by County. The names and contact information for these entities shall be provided by County. County shall notify Public Body in advance of any changes to the third-party entities.

6.2 Public Body shall provide County with all necessary bank account and routing numbers to give effect to this Agreement

7.0 LICENSE USE AND ACCESS

County grants to Public Body a nonexclusive license to use County developed applications needed to receive this I.T. Service. This license cannot be provided to any other party without County's consent in writing.

EXHIBIT VII
I.T. SERVICES AGREEMENT
OAKNET CONNECTIVITY

INTRODUCTION

The I.T. Service described in this Exhibit (OakNet Connectivity) will provide network transport services to government agencies for the purpose of accessing applications and ISP services provided by Oakland County.

1.0 COUNTY RESPONSIBILITIES

1.1 County shall provide, install, and maintain the network equipment and cable necessary to deliver the I.T. Service of OakNet Connectivity, which will allow Public Body to connect to the County's network (OakNet) at Public Body's facilities and workstations. OakNet Connectivity permits Public Body to access I.T. Services that County has made available to Public Body.

1.2 County shall provide Public Body with a private IP address range, subnet mask, and gateway address for use by Public Body in configuring its internal network and to enable use of this I.T. Service.

1.3 County shall provide a single port by which Public Body may connect its internal network to OakNet

1.4 County shall use reasonable means to provide the I.T. Service for the transmission of information 24 hours a day, 7 days a week.

1.5 County and authorized Vendors shall present identification to Public Body for physical access to the OakNet Connectivity equipment for emergency service and scheduled maintenance.

1.6 To the extent practicable, County shall notify Public Body sixty (60) days in advance of pending changes in its contract with its third party connection provider(s). If the County's connection provider(s) is increasing costs, County shall provide Public Body with sufficient information to determine if it wishes to continue receiving this I.T. Service.

2.0 PUBLIC BODY RESPONSIBILITIES

2.1 Public Body shall provide adequate space and electrical power for the County to place equipment, an equipment cabinet, and cable.

2.2 Public Body shall promptly provide County staff and authorized third party with physical access to County equipment for emergency service and scheduled maintenance.

2.3 Public Body shall not mount any equipment in the County's equipment cabinet.

2.4 Public Body shall be responsible for configuring and maintaining Public Body's internal network equipment and cabling. Internal network equipment shall include cables connecting Public Body and County equipment.

2.5 Public Body shall configure Public Body workstations and other equipment to operate properly on the internal network, including assignment/configuration of the

local IP addresses, Network Address Translation (NAT), or Domain Name Services (DNS) and as required to access this I.T. Service.

2.6 If Public Body terminates this I.T. Service, Public Body shall pay any charges related to early termination of third party communication services provided by County on behalf of Public Body.

2.7 Public Body shall be responsible for all costs associated with the relocation, reconfiguration or removal of County equipment and cable, when any of these changes are initiated by or at the request of Public Body, for any reason, including but not limited to relocation of municipal offices, construction, renovation, and discontinuance of services.

2.8 Public Body shall not attempt to access, configure, power cycle or connect to any County equipment unless specifically directed to do so by authorized County Department of Information Technology personnel or third party authorized by County.

3.0 SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department as described in the Agreement.

4.0 SERVICE AND SUPPORT COSTS

County will invoice Public Body monthly for the cost of the communication lines. These charges will be based upon the rates set by the County's connection provider. County may choose to waive any fees for qualified law enforcement departments and for Public Bodies located within Oakland County.

5.0 LICENSE USE AND ACCESS

5.1 County grants to Public Body a nonexclusive license to use the County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County's consent in writing.

EXHIBIT VIII
I.T. SERVICES AGREEMENT
INTERNET SERVICE

INTRODUCTION

The I.T. Service described in this Exhibit (Internet Services) will provide Internet Service connectivity to government agencies for the purpose of accessing Websites and E-Mail services.

1.0 COUNTY RESPONSIBILITIES

1.1 County shall provide an I.T. Service enabling Public Body to access Internet service from its facilities and workstations via County's Internet Service Provider (ISP). County has sole control over the selection and retention of the ISP.

1.2 County may, in its sole discretion, block any device or network traffic from or to Public Body that has the potential to interfere with the County's ability to provide access to internet service, any other I.T. Services or County services of any type. County will advise Public Body Points of Contact of changes to ISPs, decisions to block any device or network traffic or other changes that could impact Public Body's daily operations.

1.3 County shall only provide outbound access to the Internet, and shall not be obligated to provide any access for Internet devices to Public Body devices or services directly. County shall not provide an Internet routable address to the Public Body for incoming Internet traffic.

2.0 PUBLIC BODY RESPONSIBILITIES

2.1 Public Body shall abide by the Acceptable Use Policy (AUP) of the County's Internet Service Provider (ISP) or ISP's and all changes made to the AUP(s) by the ISP(s) used during the term of the Agreement. County will provide the URL to the applicable AUP. Public Body, through its points of contact will review the AUP and oversee compliance with the policy among Public Body employees and agents.

3.0 SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department as described in the Agreement.

4.0 SERVICE AND SUPPORT COSTS

County will provide access to Internet Service via its Internet Service provider without fee or cost. If County determines that, in order to maintain access to Internet Service for Public Body, it must charge a fee, County will promptly notify Public Body.

5.0 LICENSE USE AND ACCESS

5.1 County grants to Public Body a nonexclusive license to use the County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County's consent in writing.

EXHIBIT IX
I.T. SERVICES AGREEMENT
ArcGIS ONLINE

INTRODUCTION

ArcGIS Online ("AGO") is a web based, collaborative Geographic Information System (GIS) that allows users having an AGO Named User account to create and share maps, applications (apps), layers, analytics, and data in Environmental Systems Research Institute, Inc.'s ("ESRI") secure cloud.

County entered into an agreement with ESRI that permits County to deploy AGO to Public Body (County Contract No. 005562, Enterprise Agreement No. 00270489.0, and herein referred to as the "Enterprise Agreement," to which the County will provide Public Body with access. The Parties desire for Public Body to be authorized to access and use AGO as specified in the Enterprise Agreement.

County will provide Public Body with AGO Named User accounts that will allow Public Body to access the County's AGO portal without having to purchase, manage or maintain its own AGO Named User accounts.

The Enterprise Agreement includes a License Agreement (herein referred to as the "License Agreement") and a CVT Acknowledgment Statement, which is attached and incorporated as Addendum A, that Public Body must comply with in order to access and use AGO.

1.0 DEFINITIONS

1.1 "Deploy," "Deployment," or "Deployed" means County assigning, managing, and maintaining AGO Named User accounts for access to and use of County's AGO portal by Public Body.

1.2 "Tier 1 Support" means the Technical Support provided via the Oakland County Service Center to Public Body to resolve reported incidents involving Public Body's access to or use of County's AGO portal.

2.0 COUNTY RESPONSIBILITIES

2.1 County will deploy AGO Named User accounts to Public Body through County's Service Center as specified in the Enterprise and License Agreements without fee or cost to Public Body. The deployment of AGO Named User accounts by County to Public Body will terminate as specified in the Enterprise or License Agreements, the Agreement, or this Exhibit.

3.0 PUBLIC BODY RESPONSIBILITIES

3.1 Public Body Compliance. Public Body and its employees and contractors shall comply with the terms and conditions in this Exhibit, the CVT Acknowledgement Statement, the License Agreement, any amendments or new agreements mentioned in this Exhibit, and any applicable laws, rules, and regulations when accessing or

using AGO. Public Body's access and use of AGO may be suspended or terminated if County is in breach of the Enterprise Agreement or if Public Body is in breach of this Exhibit, the CVT Acknowledgement Statement, the License Agreement, any amendment or new agreements mentioned in this Exhibit, or any applicable laws, rules, and regulations when accessing or using AGO. Public Body acknowledges and agrees that it has reviewed the License Agreement.

3.2 Amendments to Enterprise or License Agreements. In order to access and use AGO, Public Body shall agree to and comply with any and all amendments to the Enterprise or License Agreements relating to the access or use of AGO. County will provide Public Body with access to amendments to the Enterprise or License Agreements that are applicable to Public Body's access to or use of AGO. County will use reasonable efforts to provide notice to Public Body when County becomes aware of applicable amendments to the terms and conditions of the Enterprise or License Agreements.

3.3 New Agreements. County may enter into new agreements in the future with ESRI involving AGO. New agreements between County and ESRI may require Public Body to agree to and sign (if necessary) new CVT Acknowledgment Statements, License Agreements, or other equivalent or similar agreements. In order to access and use AGO, Public Body shall agree to and comply with new CVT Acknowledgment Statements, License Agreements, or other equivalent or similar agreements. County will provide Public Body with access to the new agreements that Public Body is required to comply with. County will use reasonable efforts to provide notice to Public Body when it becomes aware that Public Body must comply with any new agreements.

3.4 Future Standards and Guidelines. County may, and reserves the right to, implement future standards and guidelines as needed for use of AGO, including but not limited to, restricting Public Body's AGO credit consumption or designating Public Body's employees and contractors that may report AGO incidents to the Service Center. In order to access and use AGO, Public Body shall agree to and comply with new or different standards or guidelines that are provided to Public Body.

3.5 Identity & Access Management ("IAM") Self Service Registration. All employees and contractors of Public Body must create an IAM account through Service Center's self- registration to access or use AGO.

3.6 Account Notification Requirements. Public Body shall immediately inform County via the Service Center if any employee or contractor of Public Body is no longer employed by the Public Body, no longer requires access to the AGO portal, or breaches this Exhibit, the CVT Acknowledgement Statement, the Enterprise or License Agreements, any applicable amendments to those agreements, or any new agreement mentioned in this Exhibit. County may require Public Body to verify its inventory of active Public Body AGO Named User accounts periodically.

3.7 Prohibition on Storing Certain Data in AGO. Public Body shall not upload to, process, use, or store in AGO any of the following: Personal information (PI) or Personal identifying information (PII) as those terms are defined in MCL 445.63, Protected Health Information (PHI) as defined in 45 CFR 160.103, or Criminal Justice Information (CJI) which is defined as data or information governed by the CJIS Security Policy (currently found at: https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center).

4.0 SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department as described in the Agreement. County's Information Technology (I.T.) Department will pass through updates and provide Tier 1 Support to Public Body for applicable AGO use.

5.0 SERVICE AND SUPPORT COSTS

There is no cost to Public Body for this service.

6.0 EXECUTION OF CVT ACKNOWLEDGEMENT STATEMENT

Public Body shall sign and provide the County with the signed original CVT Acknowledgement Statement (Addendum A), prior to County deploying AGO Named User accounts to Public Body. The CVT Acknowledgement Statement must be signed by an authorized representative of Public Body. After Public Body signs and provides the County with the signed original CVT Acknowledgement Statement (Addendum A), County will provide the CVT Acknowledgement Statement signed by Public Body to ESRI.

7.0 LICENSE USE AND ACCESS

County grants to Public Body a nonexclusive license to use County developed applications needed to receive this I.T. Service. This license cannot be provided to any other party without County's consent in writing.

ADDENDUM A
CVT ACKNOWLEDGMENT STATEMENT
(ArcGIS Online)

Environmental Systems Research Institute, Inc. (**"Esri"**), having an address at 380 New York Street, Redlands, CA 92373 and **County of Oakland, MI** (**"County"**), have entered into an Enterprise Agreement (EA) identified as Enterprise Agreement No. 330721. Esri has authorized County to Deploy ArcGIS Online to specific CVTs during the term of the EA. Deployment by County of ArcGIS Online to each CVT and CVTs use of ArcGIS Online is subject to the terms of License Agreement contained in the EA and the additional requirements below.

The CVT, identified below as a Licensee, represents that it has received and read the License Agreement and understands and agrees to be bound by the terms of the License Agreement and the below additional requirements for use of ArcGIS Online Deployed by County to it. CVT agrees that Esri may pursue remedies against CVT for material breach of the License Agreement or the below additional requirements. All Deployments made by County to CVT will be made through County's centralized point of contact and will cease upon expiration or termination of County EA. County shall pass through updates and provide Tier 1 Support to CVT during the term of the EA for applicable ArcGIS Online use.

The following additional conditions apply:

(1) Beta licenses are not available during the term of the EA. Therefore, Section 1.4 Trial, Evaluation, and Beta Licenses, in the License Agreement does not apply to CVT.
(2) Section 1.2. Consultant or Contractor Access in the License Agreement, is modified to add the following restriction: Access to and use of any ArcGIS Online is restricted to use by consultants and contractors who are under contract with CVT, for the sole benefit of CVT while (i) working on-site at CVT's facilities; (ii) remotely accessing or using ArcGIS Online from CVT's on-site computers or machines; or (iii) remotely accessing or using EA Products from a third party's computers or machines. CVT shall require consultant or contractor to discontinue access to and use of EA Products upon completion of work for CVT.
(3) CVT remains subject to Export Compliance requirements as outlined in the License Agreement.
(4) Transfer, redistribution, or assignment of ArcGIS Online and any EA Product to any third party without Esri's written permission is prohibited.
(5) During the term of the EA, licenses Deployed by County to CVT may be terminated if County or CVT is in material breach.
(6) Any and all Amendments to License Agreement relating to the use of ArcGIS Online signed by the County and Esri shall be binding on the CVT.
(7) CVT, including its consultants, contractors, agents, and volunteers, shall not upload to, process, or store in ArcGIS Online any Personal identifying information (PII) as defined in MCL 445.63, Protected Health Information (PHI) as defined in 45 CFR 160.103, or Criminal Justice Information (CJI) defined as data or information governed by the CJIS Security Policy (which is currently found at: https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center).

ADDENDUM A
CVT ACKNOWLEDGMENT STATEMENT
(ArcGIS Online)

In the event of a conflict in the terms and conditions of this acknowledgment and the License Agreement, the terms and conditions of this document shall have precedence over those contained in the License Agreement. No other rights are granted to CVT under this acknowledgment.

ACCEPTED AND AGREED:

_____
(CVT)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT X
I.T. SERVICES AGREEMENT
DATA SHARING

INTRODUCTION

The Enhanced Access to Public Records Act, 1996 PA 462, MCL 15.44f1 *et seq*., and the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 *et seq.,* allow the County to make Access Oakland Products and data owned and maintained by the County on or in relation to its Geographic Information System (GIS) available to Public Body without fee or cost for the purposes and uses described in this Exhibit.

1.0 DEFINITIONS

1.1 "Geographic Information System Data" or "GIS Data" means any output from the County's computerized database, developed pursuant to MCL 15.441 et seq., for the purpose of making public records immediately available for public inspection or their purchase or copying by digital means.

1.2 "Access Oakland Product" means any specially packaged public record, information or product, developed pursuant to MCL 15.441 et seq., for the purpose of making public records immediately available for public inspection or their purchase or copying by digital means, and available via the County's website.

1.3 "Consultants, Contractors or Subcontractors" mean entities under contract to Public Body who use Access Oakland Products and/or GIS Data in or for performance of services pursuant to their contract with Public Body.

1.4 "Third Party" means a person who requests Access Oakland Products and/or GIS Data from Public Body and is not a Public Body entity or a Consultant, Contractor or Subcontractor performing services for Public Body.

2.0 COUNTY RESPONSIBILITIES

2.1 The County may provide Public Body, without fee or cost, with data available as GIS Data and/or Access Oakland Products in retrievable form for public purposes permitted by law, including but not limited to assessing, planning, zoning, property inspection, economic or community development, public safety, public works, parks and recreation, and engineering.

3.0 PUBLIC BODY RESPONSIBILITIES

3.1 All of the Access Oakland Products and GIS Data, including but not limited to text, data, photographs, maps, images, graphics, audio and video clips, trademarks, logos and service marks (collectively the "Content") are owned by the County or licensed to the County by parties who own the Content. The Content is protected by copyright, trademark, and other intellectual property law. Public Body will cooperate promptly with any reasonable request by the County in any investigation of possible infringement of any applicable copyright or other proprietary right related to Public Body's use of Access Oakland Products and/or GIS Data.

3.2 All requests for GIS data and/or Access Oakland Products for the uses specified in Paragraph 2.1 shall be made on behalf of Public Body by a designee of Public Body.

3.3 Requests for GIS Data will be submitted to the One Stop Shop, Oakland County, Michigan and requests for Access Oakland Products will be submitted to Access Oakland's Account Services website. Either Party to this agreement may designate another individual to make or receive such requests by providing prior written notice.

3.4 Public Body will only use GIS Data and/or Access Oakland Products provided by the County under this Agreement in the performance of Public Body's authorized and permitted duties.

3.5 Public Body may provide its Consultants, Contractors, or Subcontractors with access to the GIS Data and/or Access Oakland Products in accordance with all the following conditions:

3.5.1 Public Body shall have its Consultants, Contractors, or Subcontractors sign the Contractor Data Sharing Services Agreement, which is attached and incorporated into this Exhibit as Attachment A, and forward it to the County along with Contractor's required insurance documentation. The County will provide the fully executed Contractor Data Sharing Services Agreement to Public Body. Public Body shall forward the fully executed Contractor Data Sharing Services Agreement to the Consultant, Contractor, or Subcontractor. The Contractor Data Sharing Services Agreement must be signed by County and Contractor, prior to the Public Body's Consultants, Contractors, or Subcontractors accessing or using the GIS Data and/or Access Oakland Products;

3.5.2 Public Body's Consultants, Contractors, or Subcontractors shall refrain from using the GIS Data and/or Access Oakland Products for any purpose except what is authorized by Public Body in relation to the performance of Public Body's official duties; and,

3.5.3 Public Body's Consultants, Contractors, or Subcontractors shall delete, remove, and shall cease using all copies of GIS Data and/or Access Oakland Products, regardless of their form or method of storage, upon the completion or termination of its consulting, contracting or subcontracting relationship with Public Body and/or the completion of its assigned tasks or duties and/or termination of this Exhibit.

3.6 County may, and reserves the right to, implement future standards and guidelines as needed for use of the GIS Data and/or Access Oakland Products, including but not limited to, limiting the number of Public Body's or its Consultants, Contractors, or Subcontractors user accounts. In order to access and use the GIS Data and/or Access Oakland Products, Public Body and its Consultants, Contractors, or Subcontractors shall agree to and comply with new or different standards or

guidelines that are provided to Public Body. Public Body shall provide any new or different standards or guidelines to its Consultants, Contractors, or Subcontractors.

3.7 Public Body shall immediately inform County via the Service Center if any of its employees, Consultants, Contractors, or Subcontractors are no longer employed by the Public Body, no longer require access to the GIS Data and/or Access Oakland Products, or use the GIS Data and/or Access Oakland Products for any purpose except what is authorized by Public Body in relation to the performance of Public Body's official duties.

3.8 Public Body shall comply with all of the provisions in MCL 15.443(1)(d). Except as provided in section 3.5 above, Public Body agrees that it shall refrain from providing GIS Data and/or Access Oakland Products to Third Parties, as that term is defined in MCL 15.442(i). Public Body shall refer all requests by Third Parties to purchase or otherwise acquire GIS Data and/or Access Oakland Products to Oakland County.

4.0 SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department as described in the Agreement.

5.0 SERVICE AND SUPPORT COSTS

There is no cost to Public Body for this service.

6.0 LICENSE USE AND ACCESS

County grants to Public Body a nonexclusive license to use County developed applications needed to receive this I.T. Service. This license shall not be provided to any other party without County's written consent.

ATTACHMENT A
TO EXHIBIT X
I. T. SERVICES AGREEMENT
DATA SHARING

CONTRACTOR DATA SHARING SERVICES AGREEMENT

This Contractor Data Sharing Services Agreement (herein referred to as the "Contractor Agreement") is made between Oakland County, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 (the "County") and

_____ (the "Contractor").
(Contractor Name and Address)

RECITALS

A. WHEREAS, _____ ("Public Body'), utilizes Oakland County, Michigan ("County") owned GIS Data and/or Access Oakland Products (referred to individually or collectively as "Data Sharing Services") pursuant to an agreement with the County; and

B. WHEREAS, Public Body has requested and authorized County to provide Data Sharing Services to Contractor, in order for Contractor to fulfill its contractual obligations to Public Body.

C. WHEREAS, County is willing to provide Data Sharing Services to Contractor, subject to the following terms and conditions.

NOW, THEREFORE, the Contractor and County, collectively referred to as the "Parties," agree to the following:

AGREEMENT

1. Definitions: In addition to the terms and expressions defined elsewhere in this Contractor Agreement, the following words and expressions are defined and interpreted throughout this Contractor Agreement as:

1.1 **Access Oakland Product** means any specially packaged public record, information or product, developed pursuant to MCL 15.441 *et seq.,* for the purpose of making public records immediately available for public inspection or their purchase or copying by digital means, and available via the County's website.

1.2 **Contractor Employee** means any employee; officer; director; member; manager; trustee; volunteer; attorney; licensee; contractor; subcontractor; independent contractor; subsidiary; joint venture; partner or agent of Contractor; and any persons acting by, through, under, or in concert with any of the above, whether acting in their personal, representative, or official capacities. Contractor Employee shall also include any person who was a Contractor Employee at any time during the term of this Contractor Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.

1.3 **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the County, or for which the County may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

1.4 **County** Oakland County, a Municipal Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.

1.5 **Data Sharing Services** means GIS Data and/or Access Oakland Products.

1.6 **Geographic Information System Data or GIS Data** means any output from the County's computerized database, developed pursuant to MCL 15.441 *et seq.,* for the purpose of making public records immediately available for public inspection or their purchase or copying by digital means.

2. **Service Provided by County**: County may provide Data Sharing Services to Contractor without cost to Contractor during the duration of this Contractor Agreement, subject to any other terms or conditions in this Contractor Agreement.

3. **Contractor's Obligations:** Contractor agrees that, when accessing or using Data Sharing Services, Contractor shall:

3.1 Use the Data Sharing Services solely to fulfill its contractual obligations to the Public Body. Contractor shall refrain from using the Data Sharing Services for any purpose except those authorized by Public Body in relation to the performance of its official duties;

3.2 Not copy, reuse, republish or otherwise distribute the Data Sharing Services or any modified or altered versions of it, whether over the Internet or otherwise, and whether or not for payment, without the express written permission of County;

3.3 Be bound by and comply with all future standards and guidelines implemented by County regarding the use of Data Sharing Services;

3.4 Immediately notify the Public Body if Contractor Employees are no longer employed by the Contractor, if Contractor no longer requires access to the Data Sharing Services, if there is unauthorized disclosure or use of the Data Sharing Services, or if any Contractor Employees violate the terms of this Contractor Agreement or amendments thereto;

3.5 Comply with any terms contained in any license agreements, service agreements, acceptable use policies, and similar terms of service that County must "pass through" to Contractor in order to provide Contractor with the Data Sharing Services. County will provide Contractor with a copy of any license agreements, service agreements, acceptable use policies, and similar terms of service that County must "pass through" to Contractor, if requested by Contractor;

3.6 Cease using, delete, and remove any and all Data Sharing Services or copies thereof, regardless of their form or method of storage, upon the earliest of any one of the following events:

3.6.1 Completion or termination of Contractor's consulting, contracting or subcontracting relationship with Public Body;

3.6.2 The completion of Contractor's assigned tasks or duties for Public Body that involved the Data Sharing Services;

3.6.3 Public Body notifying Contractor that Public Body no longer has an agreement with the County to use or have access to Data Sharing Services; or

3.6.4 Upon termination of this Contractor Agreement for any reason.

4. <u>Ownership of Data Sharing Services:</u> The Data Sharing Services, including but not limited to text, data, photographs, maps, images, graphics, audio and video clips, trademarks, logos and service marks (collectively the "Content") are owned by the County or licensed to the County by parties who own the Content. The Content is protected by copyright, trademark, and other intellectual property law. Contractor will cooperate promptly with any reasonable request by the County in any investigation of possible infringement of any applicable copyright or other proprietary right related to Contractor's use of Data Sharing Services.

5. <u>Disclaimer of Warranty and Liability:</u>

5.1 COUNTY PROVIDES THE DATA SHARING SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. COUNTY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF ACCURACY, RELIABILITY, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING, OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED THEREIN OR PROVIDED BY THE SERVICE. COUNTY DOES NOT REPRESENT THAT ACCESS TO THE DATA SHARING SERVICES WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS, OR LOSS OF TRANSMITTED INFORMATION.

5.2 USE OF THE DATA SHARING SERVICES IS AT CONTRACTOR'S OWN RISK. COUNTY WILL NOT BE HELD LIABLE FOR ANY ERRORS OR OMISSIONS CONTAINED IN THE SERVICE.

5.3 IN NO EVENT WILL THE COUNTY BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE DATA SHARING SERVICES.

6. **Maintenance or Modification:** County may, without notice, perform maintenance on, or modify the Data Sharing Services at any time. County may, without notice, restrict or deny Contractor's access to the Data Sharing Services during any maintenance or modification.

7. **Compliance with Laws**: Contractor shall comply with all federal, state, and local statutes, ordinances, regulations, and administrative rules and requirements applicable to its activities performed under this Contractor Agreement.

8. **Auditing**: County may conduct scheduled and unscheduled audits or scans to ensure the integrity of the Data Sharing Services and County's compliance with Federal, State and local laws and industry standards.

9. **Delegation or Assignment**: Contractor shall not delegate or assign any obligation or right under this Contractor Agreement.

10. **Indemnification**: Contractor shall indemnify, defend, and hold the County harmless from all Claims, incurred by or asserted against the County by any person or entity, which are alleged to have been caused directly or indirectly from the acts or omissions of Contractor or Contractor's Employees. The County's right to indemnification is in excess and above any insurance rights/policies required by this Contractor Agreement.

11. **Contractor Provided Insurance:** At all times during this Contractor Agreement, Contractor shall obtain and maintain insurance according to the requirements listed in Appendix A.

12. **Term**: This Contractor Agreement shall be effective when executed by all Parties, and shall remain in effect until the earliest of any one of the following events:

12.1 Contractor completes or terminates its consulting, contracting or subcontracting relationship with Public Body;

12.2 Public Body notifying Contractor that Public Body no longer has an agreement with the County to use or have access to Data Sharing Services;

12.3 Five (5) years after the effective date of this Contractor Agreement; or

12.4 Otherwise terminated as set forth in this Contractor Agreement.

13. Termination:

13.1 **By County**: County may terminate this Contractor Agreement immediately and without advance notice for any reason, including convenience. Notice to Contractor terminating this Contractor Agreement by County shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail, postage prepaid, and addressed to the person and address listed below for Contractor. Contractor may change the person and/or address that notice shall be given to by providing the name of the new person and/or address to the County in writing.

13.2 **By Contractor**: Contractor may terminate this Contractor Agreement at any time and for any reason, including convenience, upon sending written notice to County. The effective date of termination shall be seven business days after sending the notice, or a later date if clearly stated in the written notice.

14. Notices: Notices given under this Contractor Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.

14.1 If Notice is sent to County, it shall be addressed and sent to: Director, Oakland County Department of Information Technology, 1200 North Telegraph Road, Pontiac, Michigan, 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.

14.2 If Notice is sent to Contractor, it shall be addressed to the person and address listed below for Contractor.

14.3 Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.

15. Cumulative Remedies: A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.

16. Governing Law/ Consent to Jurisdiction and Venue: This Contractor Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Any action brought to enforce, interpret, or decide any claim arising under or related to this Contractor Agreement shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District

Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

17. **Modifications or Amendments**: Any modifications, amendments, rescissions, waivers, or releases to this Contractor Agreement must be in writing and agreed to by all Parties.

18. **Interpretation of Agreement**: The language of this Contractor Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

19. **Waiver**: Waiver of any term or condition under this Contract must be in writing and notice given pursuant to this Contract. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.

20. **Severability**: If a court of competent jurisdiction finds a term or condition of this Contract to be illegal or invalid, then the term or condition shall be deemed severed from this Contract. All other terms or conditions shall remain in full force and effect. Notwithstanding the above, if Contactor's promise to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.

21. **Entire Agreement**: This Contractor Agreement represents the entire agreement between the Parties and supersedes any and all other communications, prior, contemporaneous or subsequent.

The Parties have taken all actions and secured all approvals necessary to authorize and complete this Contractor Agreement. The persons signing this Contractor Agreement on behalf of each Party have legal authority to sign this Contractor Agreement and bind the Parties to the terms and conditions contained herein.

FOR COUNTY:

Executed by: _____ Date: _____

Title: _____

FOR CONTRACTOR:

_____

(Signature of Contractor's Authorized Representative)

_____

(Printed name)

_____

(Title)

_____

(Address)

_____ Date: _____

(Address continued)

APPENDIX A

CONTRACTOR INSURANCE REQUIREMENTS

During this Contractor Agreement, the Contractor shall provide and maintain, at their own expense, all insurance as set forth and marked below, protecting the County against any Claims. The insurance shall be written for not less than any minimum coverage herein specified.

Primary Coverages

Commercial General Liability Occurrence Form including: (a) Premises and Operations; (b) Products and Completed Operations (including On and Off Premises Coverage); (c) Personal and Advertising Injury; (d) Broad Form Property Damage; (e) Independent Contractors; (f) Broad Form Contractual including coverage for obligations assumed in this Contractor Agreement;

$1,000,000 – Each Occurrence Limit
$1,000,000 – Personal & Advertising Injury
$2,000,000 – Products & Completed Operations Aggregate Limit
$2,000,000 – General Aggregate Limit
$ 100,000 – Damage to Premises Rented to You (formally known as Fire Legal Liability)

Workers' Compensation Insurance with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than $500,000 each accident, $500,000 disease each employee, and $500,000 disease policy limit. Contractor must also satisfy one of the following:

1. Fully Insured or State approved self-insurer; or
2. Sole Proprietors must submit a signed Sole Proprietor form; or
3. Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption.

Commercial Automobile Liability Insurance covering bodily injury or property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of $1,000,000 each accident. This requirement is waived if there are no company owned, hired or non-owned automobiles utilized in the performance of this Contractor Agreement.

Commercial Umbrella/Excess Liability Insurance with minimum limits of $2,000,000 each occurrence. Umbrella or Excess Liability coverage shall be no less than following form of primary coverages or broader. This Umbrella/Excess requirement may be met by increasing the primary Commercial General Liability limits to meet the combined limit requirement.

Supplemental Coverages Required:

1. **Professional Liability/Errors & Omissions Insurance** (Consultants, Technology Vendors, Architects, Engineers, Real Estate Agents, Insurance Agents, Attorneys, etc.) with minimum limits of $1,000,000 per claim and $1,000,000 aggregate; and

2. **Cyber Liability Insurance** with minimum limits of $1,000,000 per claim and $1,000,000 aggregate.

General Insurance Conditions

The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions, and/or endorsements. All certificates of insurance shall provide evidence of compliance with all required terms, conditions and/or endorsements.

1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the County;

2. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies shall be endorsed to provide a written waiver of subrogation in favor of the County;

3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor;

4. Contractors shall be responsible for their own property insurance for all equipment and personal property used and/or stored on County property;

5. The Commercial General Liability and Commercial Automobile Liability policies along with any required supplemental coverages shall be endorsed to name the County of Oakland and it officers, directors, employees, appointees and commissioners as additional insured where permitted by law and policy form;

6. The Contractor shall require its contractors or sub-contractors, not protected under the Contractor's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract;

7. Certificates of insurance must be provided no less than ten (10) Business Days prior to the County's execution of the Contractor Agreement and must bear evidence of all required terms, conditions and endorsements; and

8. All insurance carriers must be licensed and approved to do business in the State of Michigan and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Risk Management Department.

City of Keego Harbor

Keego Harbor, Michigan, 48320

From: Joe Gacioch, Interim City Manager

Meeting: November 19, 2026

Subject: Building Department Professional Services Agreements Update

Recommended Action: Move to adopt Resolution No. 2026-___, approving the Building Department professional services agreements with David L. Hills, Ronald G. Shelton, Steven R. Munson, and Kenneth G. Borycz, authorizing the City Manager to execute agreements and confirming services provided to the City to date.

Introduction:

Background:

The City contracts with four state-registered professionals to run its construction code program and rental inspections. As part of an ongoing administrative review of the City's professional services contracts, staff is updating these arrangements so that each one is set out in a template written agreement reflecting best practices for Michigan communities.

The uploaded agreements consolidate each contractor's duties, performance expectations, compensation, insurance, and records responsibilities in one document, and they confirm each contractor's authority to act for the City under the construction code and the City's property maintenance and rental ordinance.

Name	Role	State Registration
David L. Hills	Building Official; building inspections and plan review; rental inspections	No. 3656: Building Official, Building Inspector and Plan Reviewer
Ronald G. Shelton	Electrical inspections and plan review; rental inspections	No. 466: Electrical Inspector and Plan Reviewer
Steven R. Munson	Plumbing and mechanical inspections and plan review	No. 4312: Plumbing and Mechanical Inspector and Plan Reviewer
Kenneth G. Borycz	Plumbing and mechanical inspections and plan review	No. 4240: Plumbing and Mechanical Inspector and Plan Reviewer

Staff verified each registration with the Michigan Department of Licensing and Regulatory Affairs on October 6, 2026. All four are current through September 16, 2027.

Strategic Pillars:

- Small-town Character
- Thoughtful Economic Growth
- Quality of Life Across Generations

Item Costs:
N/A

Attachments:
1. 3_Building_Official_Services_Agreement_rev_11-19

Sincerely,
Joseph Gacioch
City Manager

BUILDING OFFICIAL
PROFESSIONAL SERVICES AGREEMENT

This Building Official Professional Services Agreement ("Agreement") is entered into as of _____, 2026 (the "Effective Date") between the **City of Keego Harbor**, a Michigan home rule city, 2025 Beechmont, Keego Harbor, Michigan 48320 (the "City"), and **David L. Hills**, an individual, based in Clarkston, Michigan 48348 ("Contractor").

Recitals

A. Under Code of Ordinances §§ 8-19, 8-46, 8-70, and 8-103, the City has designated its Building Official as the enforcing agency responsible for administering and enforcing 1972 PA 230 (MCL 125.1501 et seq.) and the state construction codes within the City.

B. Contractor has served as the City's Building Official since **January 15, 2025** (the "Start Date"). As part of an administrative review of the City's contracted services, the parties wish to set out the terms of that engagement in this updated Agreement.

C. Contractor is registered with the State Construction Code Commission under Article 10 of the Skilled Trades Regulation Act, MCL 339.6001 to 339.6023 (Registration No. 3656, expiring September 16, 2027), in the classifications of Building Official, Inspector – Building, and Plan Reviewer – Building.

The parties therefore agree as follows:

1. Appointment and Services. The City Manager appoints Contractor as the City's Building Official, and Contractor accepts. Contractor shall perform the duties described in the Building Official Position Description attached as **Exhibit A** (the "Services"). The City schedules inspections, Contractor performs them, and Contractor reports the results to the City. Contractor is also designated as the City Manager's designee and as an authorized City official for purposes of Code Chapter 8, Articles VI (Property Maintenance), VII (Dangerous Buildings), VIII (Minimum Housing Standards, including §§ 8-197 and 8-227), XI (Rental Registration), and XIII, including for issuing violation notices and municipal civil infraction citations under those articles and the state construction code.

2. Codes Enforced. Within his registration classifications, Contractor shall administer and enforce the following, in each case in the edition in effect under state law or City ordinance when the permit application is filed or the inspection is performed:

(a) the Michigan Residential Code (currently the 2015 Michigan Residential Code, while implementation of the 2021 edition remains suspended);

(b) the Michigan Building Code and the Michigan Rehabilitation Code for Existing Buildings;

(c) the energy provisions of the Michigan Residential Code and the Michigan Energy Code, as applicable to building work;

(d) the barrier-free design requirements of the state construction code;

(e) the International Property Maintenance Code, 2021 edition, as adopted and amended by Code §§ 8-124 and 8-125; and

(f) the City's building, minimum housing, dangerous building, rental registration, and related ordinances in Code Chapter 8, and other City ordinances the City Manager assigns.

Electrical, plumbing, and mechanical inspections under the Michigan Electrical, Plumbing, and Mechanical Codes are performed by separately contracted inspectors registered in those disciplines. Contractor shall coordinate their scheduling and reassign any inspection in which an inspector has a conflict of interest.

3. Responsibility Limited to Contractor's Own Work. Contractor is responsible only for inspections, plan reviews, approvals, permits, certificates, and other official acts that he personally performs on or after the Start Date. Contractor is not responsible for, and the City will not look to Contractor for, any inspection result, approval, permit, certificate of occupancy, or other act performed or issued by any other building official, inspector, or plan reviewer, whether before or after the Start Date. If work approved before the Start Date is later found not to comply, Contractor's duty is limited to enforcing the applicable code going forward. Each inspection is limited to the work that is visible and accessible when the inspection is performed. An approval is not a warranty or guarantee of the work by Contractor or the City.

4. Prior Services Confirmed. The parties acknowledge that Contractor has performed the Services since the Start Date on the terms stated in this Agreement. Subject to City Council approval, the City ratifies and confirms Contractor's acts as Building Official from the Start Date through the Effective Date. Contractor acknowledges that he has been paid in full for all services performed before the Effective Date.

5. Term and Termination. This Agreement begins on the Effective Date and continues until either party ends it by thirty (30) days' written notice. The City may end it immediately for loss of required registration, failure to maintain insurance, a conflict of interest, or misconduct. Nothing in this Agreement limits the City's authority to suspend or dismiss its building official (MCL 339.6017(4)). The City will pay for Services performed through the termination date.

6. Compensation. The City shall pay Contractor **$50.00 per inspection** (including rental inspections and re-inspections) and **$50.00 per hour** for office time, plan review, meetings, and court appearances requested by the City. Contractor shall submit a simple record of the inspections performed and office hours worked, and the City will pay through its regular accounts payable process. The City Manager may adjust these rates by written notice, within the approved budget.

7. Registration and Oath. Contractor shall keep his state registration current and shall give the City Clerk a copy of each renewal. Contractor shall promptly notify the City Manager of any suspension, lapse, or disciplinary action involving his registration. Before performing Services under this Agreement, Contractor shall take and file with the City Clerk the oath of office prescribed by Charter § 3.10.

8. Court Appearances and Testimony. Contractor shall prepare inspection records suitable for use as evidence and, when requested, appear and testify truthfully on the City's behalf in proceedings arising from the Services. This duty continues after this Agreement ends for matters that arose during

his service. During his service and for two (2) years afterward, Contractor shall not act as a paid expert or consultant for a party adverse to the City in a matter arising from the Services.

9. Independent Contractor. Contractor is an independent contractor, not a City employee, and is not eligible for City employee benefits. Contractor is responsible for taxes on his compensation, which the City will report on IRS Form 1099. Contractor provides his own vehicle and tools. This Section does not limit Contractor's authority as a public official of the City to exercise the powers delegated to him by law and this Agreement.

10. Insurance and Liability.

(a) Contractor shall maintain general liability insurance of at least **$1,000,000 per occurrence**, and automobile insurance as required by Michigan law for any vehicle he uses in performing the Services. Contractor shall give the City Clerk a current certificate of insurance and notify the City if coverage is cancelled.

(b) Contractor is responsible for claims only to the extent they are caused by his own gross negligence or intentional misconduct in performing the Services after the Start Date. The City will not seek indemnification from Contractor for good-faith acts within the scope of his authority or for any matter described in Section 3.

(c) Nothing in this Agreement waives any governmental immunity available to the City or to Contractor.

11. Conflicts of Interest. Contractor shall not inspect or approve any work that he, a relative, or a business in which he has a financial interest performed, designed, or supplied (MCL 339.6017(2)), and shall disclose any such conflict to the City Manager. Contractor may perform services for other communities, provided that doing so does not prevent him from performing the Services.

12. Public Records. Inspection reports, photographs, notes, emails, and other records of the Services are public records of the City, wherever they are kept. Contractor shall keep them available to the City, help respond to Freedom of Information Act requests, and return them to the City when this Agreement ends (Charter § 3.12).

13. General. This Agreement, with Exhibit A, is the entire agreement of the parties and supersedes any prior understanding. It may be amended only in a writing signed by both parties, and it may not be assigned. It is governed by Michigan law, with venue in Oakland County. Sections 3, 8, 10, and 12 survive termination. This Agreement may be signed in counterparts and electronically. It has been reviewed by the City Attorney under Charter § 7.9(d) and approved by the City Council on November 19, 2026.

CITY OF KEEGO HARBOR	CONTRACTOR
By: _____ Joseph Gacioch, City Manager	_____ David L. Hills

Date: _____	Date: _____
Attest: _____ Name, City Clerk	

EXHIBIT A

Building Official Position Description and Performance Standards

Position	Building Official (Enforcing Agency under Code §§ 8-19, 8-46, 8-70, 8-103)
Department	Building Department / Code Enforcement
Reports to	City Manager
Appointed by	City Manager (Charter §§ 7.1(d), 7.4(n)); serves at the pleasure of the City Manager
Status	Contract position (independent contractor); part-time, as needed
Compensation	$50 per hour (office time) and $50 per inspection, per Professional Services Agreement § 6

Purpose of the Position

The Building Official serves as the City's enforcing agency under the Stille-DeRossett-Hale Single State Construction Code Act, 1972 PA 230 (MCL 125.1501 et seq.). The Building Official administers and enforces the state construction codes and related City ordinances to protect public health, safety, and welfare. The Building Official also serves as the City Manager's designee for rental, property-maintenance, and minimum-housing inspections and enforcement.

Essential Duties and Responsibilities

Construction code administration

- Review building permit applications and plans, or coordinate plan review with qualified registered plan reviewers, and grant or deny applications within the times required by MCL 125.1511 (10 business days; 15 for unusually complicated structures).
- Conduct or coordinate required inspections of permitted construction under MCL 125.1512. Coordinate electrical, plumbing, and mechanical inspections with properly registered inspectors where he does not hold those registrations.
- Issue notices of violation, stop-construction orders, correction notices, and certificates of use and occupancy. Suspend or revoke permits as authorized by law.
- Interpret and apply the Michigan Building, Residential, Plumbing, Mechanical, and Electrical Codes, the Michigan Energy Code, barrier-free requirements, and the City's adopted amendments.
- Serve as staff liaison to the Construction Board of Appeals and the Building Board of Appeals. Prepare the record and attend hearings.

Rental, property maintenance, and dangerous buildings

- Perform rental unit inspections and re-inspections under Code Chapter 8, Article XI, and issue or recommend certificates of compliance.

- Enforce the International Property Maintenance Code as adopted (Art. VI) and the Minimum Housing Standards (Art. VIII) as designee of the Director of Building / Code Enforcement Officer, including inspections, notices of violation, and municipal civil infraction citations.
- Identify dangerous buildings under Art. VII, prepare notices, and testify before the hearing officer and City Council.
- Perform inspections for vacant and abandoned property registration, real estate sale permits, and certificates of occupancy as assigned.

Legal proceedings and testimony

- Prepare inspection reports, photographs, and case files to evidentiary standards.
- Appear and testify on behalf of the City in 48th District Court, Oakland County Circuit Court, administrative hearings, and appeal boards. Coordinate with the City Attorney or prosecutor before testifying.
- Obtain or assist in obtaining administrative search warrants under Code § 8-197 where entry is refused.

Administration

- Supervise permit records in coordination with the Administrative Clerk. Keep all records in City systems in compliance with FOIA and the state retention schedule.
- Advise the City Manager, Planning Commission, and Zoning Board of Appeals on code and zoning compliance matters.
- Prepare monthly activity reports and participate in state performance evaluations of the enforcing agency (MCL 125.1509b).
- Respond to resident and contractor inquiries and complaints professionally and promptly.
- Keep current state registration(s) and complete required continuing education.

Performance Standards

Area	Standard
Permit and plan decisions	Granted (in whole or part) or denied within 10 business days of a complete application; 15 business days for unusually complicated structures (MCL 125.1511).
Construction inspections	Performed within 2 business days of the request, between 8 a.m. and 6 p.m. on business days unless an exception in MCL 125.1512(2) applies.
Rental inspections	Scheduled within 10 business days of a request from the Building Department; inspection report delivered within 3 business days after inspection.
Complaints	Initial response or site visit within 3 business days; same day for an imminent hazard.
Documentation	Every inspection recorded in the City's permit system within 2 business days, with photographs for any violation.

Area	Standard
Court and hearings	Case file reviewed with counsel before any hearing; appearance at every scheduled hearing unless excused by counsel.
Reporting	Monthly activity report to the City Manager by the 10th of the following month.
Credentials	State registration(s) kept current; copies of renewals delivered to the Clerk within 10 days.
Conduct	No inspection of own work (MCL 339.6017(2)); written disclosure of any conflict of interest.

Minimum Qualifications

- Current registration as a **Building Official** with the State Construction Code Commission under Article 10 of the Skilled Trades Regulation Act (MCL 339.6001 to 339.6023). Registration as a building inspector and plan reviewer is preferred. Any trade inspections he performs require the corresponding registration.
- At least five years of experience in construction code enforcement, building construction, or a related field.
- Working knowledge of the Michigan construction codes, the IPMC, and the City's ordinances, and the ability to explain them clearly to the public.
- Ability to prepare clear written reports and give credible testimony.
- Valid Michigan driver's license and proof of automobile insurance.

Working Conditions

Field work in occupied and vacant structures, on active construction sites, in attics, crawl spaces, and basements, and in all weather. Must be able to climb ladders and walk uneven surfaces. Schedule is as needed, including occasional evening meetings and court appearances.

This position description is not an employment contract and may be revised by the City Manager. The Building Official's terms of engagement are set by the Professional Services Agreement.

City of Keego Harbor

Keego Harbor, Michigan, 48320

From: Joe Gacioch, Interim City Manager

Meeting: November 19, 2026

Subject: Board of Review Vacancy

Recommended Action: Move to appoint Richard Kollins to the Board of Review for a three-year term beginning in November 2026 and ending in November 2029, as submitted by the City Manager.

Introduction:
Council is asked to consider appointing Richard Kollins to the Board of Review to fill the unexpired term of Pegge Hursley, who has moved from the city. The City was notified of the vacancy in October, and staff revised the application and posted the opening. The Mayor subsequently received Mr. Kollins' application.

Background:
Mr. Kollins brings an analyst's background, a working understanding of legal processes, and experience in civil mediation. These skills would serve the Board well as it reviews assessment appeals, evaluates evidence, and reaches fair and impartial decisions. His mediation experience would also support respectful and productive discussions with property owners.

The Board of Review provides an independent review of the City's property assessment roll. It hears appeals from property owners and corrects assessments when warranted. Members must carefully consider the facts, follow established procedures, and maintain a clear record of their decisions.

The City Charter provides for three members appointed by Council to staggered three-year terms. Members must be city taxpayers and have lived in the city for at least three years. Before the meeting, the Clerk will confirm Mr. Kollins' eligibility and the expiration date of the vacant term. Following appointment, he will take the constitutional oath of office, which will be filed with the Clerk, and complete the required State Tax Commission-approved training.

Strategic Pillars:
N/A

Item Costs:
N/A

Attachments:
1. 202561109_Kollins Richard application_Redacted

Sincerely,
Joseph Gacioch
City Manager

City of Keego Harbor

"Heart of the Lakes"

Board of Review Application

Please print or type • Appointment is made by City Council

11/9/26
Richard dropped
Off @ 1030

Serve your neighbors. Strengthen you

The Board of Review gives every property own e heard. Members hear assessment appeals, weigh information from property owne gible exemption requests, and correct assessment errors as authorized by Michigan l put your judgment to work for Keego Harbor — helping keep assessments fair, accu sidents trust that their local government listens. No prior Board of Review experience is rs through required Board of Review training.

Eligibility & Time Commitment

- Must be a City of Keego Harbor taxpayer.
- Must have lived in Keego Harbor for at least three years.
- Work is concentrated in **March**, with additional meetings in **July** and **December** when business is scheduled.
- Must be available for scheduled hearings and required training.
- Compensation is established by City Council.

Example of Preferred Experience

Helpful backgrounds include real estate, finance, appraisal, or a related field. *For example:* a resident who has worked as a real estate agent, bank loan officer, or bookkeeper, and who is comfortable reading property records, comparing sales information.

Just as important: being a thoughtful listener who treats every person with patience and respect.

APPLICANT INFORMATION

First Name	Last Name	Phone (Home / Mobile / Business)
RICHARD	KOLLINS	[redacted]

Home Address (Street, City, ZIP)	Email
3070 PORTMAN ST. KEEGO HARBOR 48320	[redacted]

Occupation	Employer / Company
CIVIL MEDIATOR (VOLUNTEER)	OAKLAND MEDIATION CENTER

ELIGIBILITY

Are you a City of Keego Harbor taxpayer?	☑ Yes	☐ No
Have you lived in Keego Harbor for at least three (3) years?	☑ Yes	☐ No
Are you available for March hearings, required training, and July/December meetings as scheduled?	☑ Yes	☐ No

Number of years you have lived in Keego Harbor: 12 yrs+

City of Keego Harbor — Board of Review Application (continued)

RELATIONSHIPS & OTHER SERVICE

Are you a blood or in-law relative of any City of Keego Harbor elected official or the City Manager?
If YES, please list name(s) and relationship: ☐ Yes ☒ No

Have you served, or are you currently serving, on any other City of Keego Harbor board, commission or committee?
If YES, please list board(s) and dates: ☐ Yes ☒ No

WHY WOULD YOU LIKE TO SERVE?

Tell us why you would like to serve on the Board of Review.

I BELIEVE IN THE KEEGO HARBOR COMMUNITY AND SEE A FUTURE OF OPPORTUNITY AND GROWTH. IN ADDITION, I SEE A VISION + CULTURE OF COMMUNITY BUILDING WHICH INCLUDES BUSINESS, FAMILY AND UPGRADING. I HAVE EXPERIENCES TO HELP BUILD THIS VISION.

QUALIFICATIONS & EXPERIENCE

List education, work experience, and community or volunteer experience that would help you serve. Experience in real estate, finance, appraisal, or a related field is helpful but not required — also describe experience listening to others, reviewing information carefully, or making impartial decisions.

EDUCATION + WORK EXPERIENCE - PLEASE REFER TO ATTACHED RESUMES NOTING ACCOUNTING (INCLUDES AUDITING). FORMER PONTIAC RESIDENT WITH AN HISTORICAL HOME AND TRADING ABOUT 10 DANCES. AS A CIVIL MEDIATOR, I AM TRAINED TO 'LISTEN' AND LET CLIENTS TO DISCOVER SOLUTIONS ON THEIR OWN VERSUS DICTATING SOLUTIONS. MEDIATION BEGINS WITH AN IMPARTIAL APPROACH AND RESOLVING.

APPLICANT CERTIFICATION

I certify that the information in this application is true and complete. I understand that, if appointed, I must complete required Board of Review training, attend scheduled hearings, act impartially, and decline to participate in any matter in which I have a conflict of interest.

Applicant Signature: Richard K. Weiss Date: 11.6.2026

CITY CLERK'S OFFICE USE ONLY

Date application received | Residency / taxpayer status verified by | Council action / appointment date

Term: _____ Oath of office on file (date): _____ Training completed (date): _____

Return completed applications to the City Clerk's Office at Keego Harbor City Hall.
Help support fair assessments and responsive local government — thank you for your interest in serving!

Richard P. Kollins

[redacted] | 3070 Portman St., Keego Harbor, MI 48320

Mediation/Paralegal offering unique automotive background including manufacturing, accounting, process design & development, documentation, implementation, training and customer service.

EDUCATION: Currently attending Regent University – Masters Legal Studies

- Mediation Certificate, Oakland Mediation Center. 2024
- Paralegal Certificate, Oakland Community College, 2018
- M.S., Management, Walsh College, 1994
- B.B.A., Finance Management, Walsh College, 1982

LEGAL EXPERIENCE:

- **Oakland Mediation Center,** 2024 – Current
  - Civil Mediation – District & Circuit cases
- **Liblang Law Firm P.C.,** 2009 – Current; (Paralegal 2017)
  - On-Call Automotive Consultant, automotive warranty cases
  - Deliver filings, screen, report and follow up on clients and witnesses
  - Accounting & operations: follow up prior and current activities during reorganization
  - Assist with large mass action client files and follow up with clients

AUTOMOTIVE EXPERIENCE:

- **Munk's Motors,** 2019 – 2025
  - Customer Relations: Write up and manage new, current and prior client automotive service
- **Navistar Contract,** 2008 – 2009
  - ERIG Analyst: Audit commercial and military vehicle engineering releases for conformance
- **Chrysler Automobiles,** 1973 – 2006
  - Quality Auditor Specialist, Billing Analyst, Cost Analyst, Project Analyst, Procurement and Supply, Material Handling Supervisor, Production Control Supervisor
- **Automotive Editor & Journalism**
  - The Vantage Point Magazine, Aston Martin Owners Club – North America, 2016 – 2019
  - Fisher Island Magazine/Trillionairemag.com, 2015 – 2016
  - Detroit Automotive News Examiner. 2010 – 2015

AFFILIATIONS:

- State Bar of Michigan, Member - ADR (non – attorney)
- Oakland County Bar Association – Member – ADR and Paralegal
- Aston Martin Owners Club – North America, Michigan Representative and Board of Directors
- National Automotive Historical Collection, Former Chairman, Past Secretary, Board of Trustees
- Walsh College, Lifetime Member of the Presidents Club and Founders Society
- Pontiac Business Institute, Past Instructor – Accounting and Business courses

City of Keego Harbor

Keego Harbor, Michigan, 48320

From: Joe Gacioch, Interim City Manager

Meeting: November 19, 2026

Subject: MERS Pension Surplus Transfer

Recommended Action: "Move to authorize the City Manager to direct MERS to transfer the Surplus Grant Fund balance to Division 01 and apply level-dollar amortization to Divisions 01 and 02 as outlined in MERS's October 23, 2026 estimate, subject to MERS's required supplemental actuarial report, and to direct Finance to incorporate the resulting contribution change into the FYE2027 mid-year budget amendment."

Introduction:
This item asks Council to authorize staff to direct the Municipal Employees' Retirement System of Michigan (MERS) to reallocate the City's pension Surplus Grant Fund (Division SG) into Division 01, lowering the City's annual required pension contribution starting with the current fiscal year. Acting at this meeting — the last scheduled meeting of this Council's term — lets the resulting savings be reflected in the FYE2027 mid-year budget amendment rather than waiting for the FY2027-28 budget cycle, and resolves a fully-analyzed technical pension matter before it would otherwise pass to an incoming Council. This action is consistent with the City's own stated financial strategy, as disclosed in the FYE2026 audit's Management's Discussion and Analysis: the City is "actively seeking to reduce the costs and fund the pension and post retirement healthcare costs to the extent possible."

Background:
The City provides retirement benefits to its employees through MERS, the Municipal Employees' Retirement System of Michigan.The City closed all historic defined benefit pension plans to new employees in 2018. Three groups of employees are covered:

1. General City employees hired before May 2012,
2. Public Safety employees
3. General employees hired after May 2012.

As of the most recent measurement date (December 31, 2025, reported in the City's audited financial statements for the fiscal year ended June 30, 2026), the plan had enough money set aside to cover about 62% of what it will eventually owe retirees and employees — leaving a shortfall of roughly $2.27 million that the City pays down gradually through its annual

contributions.

The oldest group, general employees hired before May 2012, is the most underfunded of the three (more detail below).
In 2023, the State of Michigan gave the City (and many others in similar situations) a one-time grant. Keego Harbor's was valued at $712,017 to help close exactly this kind of pension shortfall. Rather than being applied right away, that money was deposited into a separate holding account inside the City's MERS trust, where it has kept earning investment income and grown to $842,038 as of December 31, 2024. That money is already counted when MERS calculates how well-funded the plan looks on paper, but MERS will not use it to lower the City's annual bill until the City formally tells MERS which part of the plan to apply it to. The City has not yet given that direction.

The City Manager has discussed several scenario options directly with MERS actuarial staff. Those discussions shared a consistent set of goals: reduce the City's annual pension contribution over the next five years, freeing budget capacity to modernize City services, stabilize neighborhoods, and support redevelopment, without delaying the plan's projected 2040 payoff date.
On October 23, 2026, MERS actuarial staff provided a ballpark estimate, based on the December 31, 2025 valuation, comparing two scenarios: Baseline (no change) and Scenario 1 (transfer the full SG balance into Division 01; convert Divisions 01 and 02 to level-dollar amortization, effective with the 7/1/2026 fiscal year).

	Baseline (Today)	Proposed Plan	Cashflow staying in General Fund
FY2026-27 (current)	—	$290,000	—
FY2027-28	$359,000	$290,000	$69,000
FY2028-29	$373,000	$298,000	$75,000
FY2029-30	$377,000	$290,000	$87,000
FY2030-31	$382,000	$282,000	$100,000
FY2031-32	$387,000	$275,000	$112,000

The trade-off: because the City contributes less cash to the trust each year under Scenario 1, plan assets accumulate more slowly — an estimated $351,000 less by 2030 than under Baseline. The amortization schedule's structural payoff date is unaffected either way (no extension of any amortization period is involved), so this trade-off affects the pace of funding, not the plan's projected 2040 payoff date.
This estimate is explicitly marked by MERS as preliminary, not a final actuarial report. Per MCL 38.1140h and the MERS Plan Document, MERS must complete a supplemental actuarial report before any proposed change is implemented for current plan participants.

No new General Fund cash outlay is required to execute this action — the $842,038 being reallocated is already held in the MERS trust; this action changes which division it is credited against, not the City's cash position.

Attachments: I have attached the ballpark illustrative impacts prepared Gabriel, Roeder, Smith & Company (MERS's actuary); Attachment 1 illustrates the impacts of shifting the surplus funds

to the Division 1 pension fund and the impact it has on that particular funds status brining it up from 33% funded to 62% funded. Attachment 2 illustrates how that impacts the city's annual retirement contribution payment to the pension funds.

Strategic Pillars:

- Thoughtful Economic Growth
- Quality of Life Across Generations

Item Costs:

Attachments:

1. 6322-01,SG_2026-10-23_BallparkEstimate
2. 6322-AllDivisions_2026-10-23_BallparkEstimate

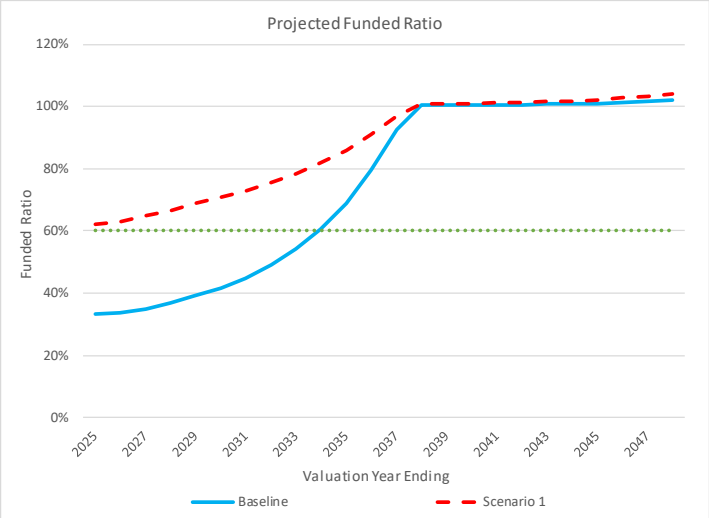
Sincerely,
Joseph Gacioch
City Manager

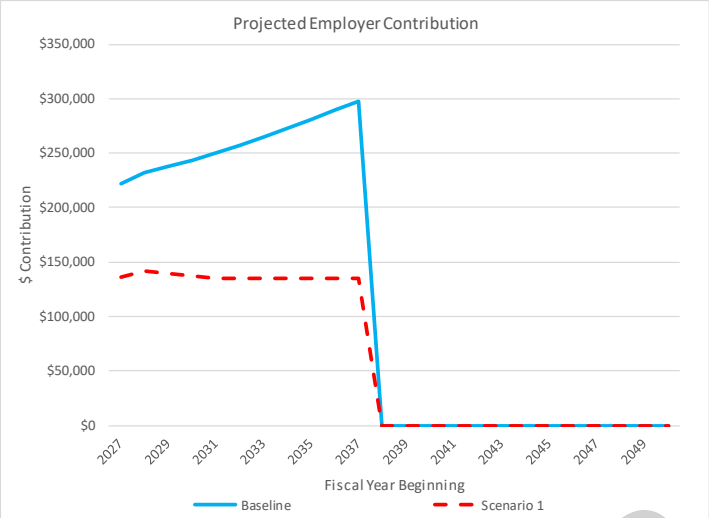
To: MERS Regional Staff **Date:** October 23, 2026
From: MERS Actuarial Staff
Re: Keego Harbor, City of (6322) – Divisions 01 & SG

The purpose of this estimate is to illustrate the potential impact of the retirement plan changes under consideration on projected plan funding and contributions. The scenarios are as follows:

- Baseline: No changes to the plan as of the valuation date; exclude surplus assets
- Scenario 1: Transfer all Surplus assets from SG to Divisions 01. Contributions were adjusted for the transfer beginning with the 7/1/2026 fiscal year. Apply level dollar amortization method.

Projections of Funded Ratios and Employer Contributions - Division 01





Valuation Year Ending Dec. 31,	Actuarial Accrued Liability	Funded Ratio	
		Baseline	Scenario 1
2025	$3,160,000	33%	62%
2026	3,090,000	34%	63%
2027	3,000,000	35%	65%
2028	2,920,000	37%	67%
2029	2,820,000	39%	69%
2030	2,720,000	42%	71%

Fiscal Year Beginning July 1,	Total Employer Contribution	
	Baseline	Scenario 1
2027	$222,000	$136,000
2028	232,000	142,000
2029	237,000	140,000
2030	244,000	138,000
2031	250,000	135,000
2032	257,000	135,000

*All projected funded percentages include surplus assets as indicated. The Baseline scenario assumes assets from Surplus division will not be used to lower employer contributions during the projection period.
*The green (dotted) indicator line is added at a 60% funded threshold for illustrative purposes.

Important Comments

- This document is not a final actuarial report. The contribution amounts and rates in this document are estimates (not actual contribution amounts or rates) and are for illustrative purposes only. Neither the employer, nor any other party receiving or reviewing this document may rely on these calculations as indicative of future contribution amounts or rates. By requesting and accepting this document, the employer agrees that MERS shall have no liability arising out of the provision of these amounts and rates, and agrees to indemnify MERS for any liability arising from same due to the provision of this letter or any information therein to any other party or individual. Pursuant to MCL 38.1140h and Sections 44 and 45 of the MERS Plan Document, the System's Actuary shall complete a supplemental actuarial report before the employer implements any proposed benefit change for any current plan participants.
- The above results are mathematical estimates of future events based on information provided/available and assumptions that may not materialize. Subsequent measurements may differ, possibly materially, from these estimates due to differences in assumptions, methods, plan demographics, provisions and assets/returns, or other new information. Future costs and those associated with potential plan changes will change depending on actual experience that emerges.
- The results are based on the same plan provisions, financial and demographic data, and actuarial assumptions, methods and valuation model underlying the December 31, 2025 Annual Actuarial Valuation except where otherwise noted. Employer contributions through the start of the applicable fiscal year were recalculated and adjusted to $136k as a result of the proposed change(s).
- For a detailed description of the actuarial assumptions and funding methods used in the annual valuation please refer to its Appendix on the MERS website. In addition, please refer to the Actuarial Policy adopted by the MERS Retirement Board.

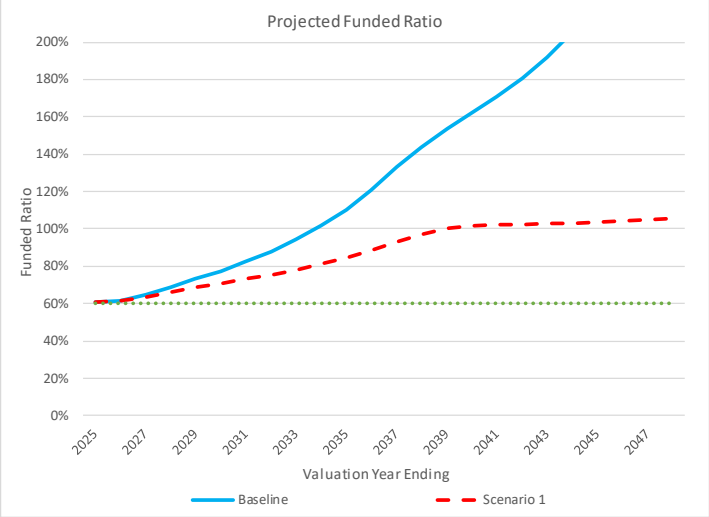
Private & Estimate

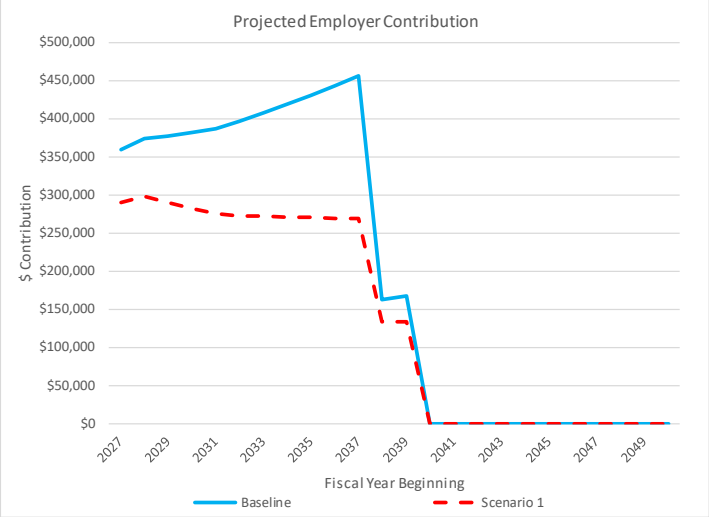
To: MERS Regional Staff **Date:** October 23, 2026
From: MERS Actuarial Staff
Re: Keego Harbor, City of (6322) – All Divisions

The purpose of this estimate is to illustrate the potential impact of the retirement plan changes under consideration on projected plan funding and contributions. The scenarios are as follows:

- Baseline: No changes to the plan as of the valuation date.
- Scenario 1: Transfer all Surplus assets from SG to Divisions 01. Contributions were adjusted for the transfer beginning with the 7/1/2026 fiscal year. Apply level dollar amortization method.

Projections of Funded Ratios and Employer Contributions – Total of All Divisions





Valuation Year Ending Dec. 31,	Actuarial Accrued Liability	Funded Ratio	
		Baseline	Scenario 1
2025	$6,100,000	61%	61%
2026	6,060,000	62%	61%
2027	6,040,000	65%	63%
2028	6,010,000	69%	66%
2029	5,950,000	73%	69%
2030	5,850,000	77%	71%

Fiscal Year Beginning July 1,	Total Employer Contribution	
	Baseline	Scenario 1
2027	$359,000	$290,000
2028	373,000	298,000
2029	377,000	290,000
2030	382,000	282,000
2031	387,000	275,000
2032	397,000	273,000

*All projected funded percentages include surplus assets as indicated. The Baseline scenario assumes assets from Surplus division will not be used to lower employer contributions during the projection period.
*The green (dotted) indicator line is added at a 60% funded threshold for illustrative purposes.
*FY2026-27 and FY2027-28 annualized contributions in Scenario 1 were calculated to be $136k for Division 01 and $154k for Division 02.

Important Comments

- This document is not a final actuarial report. The contribution amounts and rates in this document are estimates (not actual contribution amounts or rates) and are for illustrative purposes only. Neither the employer, nor any other party receiving or reviewing this document may rely on these calculations as indicative of future contribution amounts or rates. By requesting and accepting this document, the employer agrees that MERS shall have no liability arising out of the provision of these amounts and rates, and agrees to indemnify MERS for any liability arising from same due to the provision of this letter or any information therein to any other party or individual. Pursuant to MCL 38.1140h and Sections 44 and 45 of the MERS Plan Document, the System's Actuary shall complete a supplemental actuarial report before the employer implements any proposed benefit change for any current plan participants.
- The above results are mathematical estimates of future events based on information provided/available and assumptions that may not materialize. Subsequent measurements may differ, possibly materially, from these estimates due to differences in assumptions, methods, plan demographics, provisions and assets/returns, or other new information. Future costs and those associated with potential plan changes will change depending on actual experience that emerges.
- The results are based on the same plan provisions, financial and demographic data, and actuarial assumptions, methods and valuation model underlying the December 31, 2025 Annual Actuarial Valuation except where otherwise noted. Employer contributions through the start of the applicable fiscal year were recalculated and adjusted to the amounts footnoted above.
- For a detailed description of the actuarial assumptions and funding methods used in the annual valuation please refer to its Appendix on the MERS website. In addition, please refer to the Actuarial Policy adopted by the MERS Retirement Board.

Ballpark Estimate

City of Keego Harbor

Keego Harbor, Michigan, 48320

From: Joe Gacioch, Interim City Manager

Meeting: November 19, 2026

Subject:

Recommended Action: move to receive the 1st quarter amendment as presented by the City Manager.

Introduction:

The City's fiscal year begins July 1 and ends June 30. The first quarter covers July through September. With those first three months complete, staff reviews actual revenue and spending against the adopted budget and identifies any needed adjustments. This adjustment will come close to covering a mid year budget adjustment.

A budget amendment updates the City's spending plan as better information becomes available. Changes may reflect updated costs, unexpected expenses, new revenue, or purchases and projects carried over from the prior fiscal year. Some adjustments move money between accounts, while others change the total amount budgeted.

This amendment increases budgeted spending by a net $78,460 across three funds. It aligns the adopted budget with decisions Council made between July and September 2026.
Because this amendment falls close to mid-year, it also serves as the mid-year adjustment. Staff will not return with a separate amendment in January. The next amendment is planned for the third quarter, in March 2027.

Fund	Change in budgeted spending
General Fund	+$77,899
Tax Increment Finance Authority Fund	-$10,000
Water and Sewer Fund	+$10,561
Net change, all funds	**+$78,460**

Background:

The proposed changes fall into three groups: government leadership, positional costing, and modernization.

Government leadership
The new City Manager's employment agreement adds $66,399 to the General Fund. The adopted budget carried $34,300 in wages for the position; this amendment funds the wages, payroll taxes, and retirement contribution set in the agreement.

City Manager's office, General Fund	Adopted	Amended	Change
Wages	$34,300	$85,380	+$51,080
Social Security and Medicare taxes	$2,621	$8,040	+$5,419
Retirement plan contribution	$0	$9,900	+$9,900
Total	**$36,921**	**$103,320**	**+$66,399**

A further share of the Manager's wages is charged to the Water and Sewer Fund, as described in the next section.

Positional costing
Three changes charge the cost of positions and benefits to the fund that receives the service, for a net reduction of $19,439.

Change	Fund	Adopted	Amended	Change
10 percent of City Manager wages, for time spent on utility operations	Water and Sewer	$0	$9,810	+$9,810
Social Security and Medicare taxes on those wages	Water and Sewer	$0	$751	+$751
Health insurance for Police Department staff, no longer paid by the Authority	Tax Increment Finance Authority	$10,000	$0	-$10,000
Supplemental retirement line, replaced by the new plan with the Municipal Employees' Retirement System of Michigan	General Fund	$20,000	$0	-$20,000
Net change		**$30,000**	**$10,561**	**-$19,439**

Modernization
Two technology investments approved by Council in the first quarter add $28,000 to the General Fund.

Investment	Adopted	Amended	Change
Upgrade of the BS&A financial software	$4,000	$12,000	+$8,000
Burch Brands Logo & Brand Update	$6,000	$9,500	+$3,500
Munetrix Software annual licensing	$2,800	$0	-$2,800
CivicPlus platform for public meeting records (new budget line)	$0	$20,000	+$20,000
Total	**$12,800**	**$41,500**	**+$28,700**

Strategic Pillars:

- Thoughtful Economic
- GrowthQuality of Life Across Generations

Item Costs:
N/A

Attachments:
1. Budget Adjustments

Sincerely,
Joseph Gacioch
City Manager

November 2026 Budget Amendments

Fund-101 General	2026 Orignial Budget	Amended Budget	Amend Budget increase/decrease	Reason
EXPENSES 101				
101.172.702.000 Wages - Full Time - Manager	$ 34,300.00	$ 85,380.00	$ 51,080.00	New Manager
101.172.711.000 FICA	$ 2,621.00	$ 8,040.00	$ 5,419.00	Tax on wages
101.172.711.005 Retirement Plan	$ -	$ 9,900.00	$ 9,900.00	Manager contract
101.228.805.000 Computer Support-BSA	$ 4,000.00	$ 12,000.00	$ 8,000.00	Upgrade the system
101.215.806.000 Contracted Services	$ -	$ 20,000.00	$ 20,000.00	New Line Civic Plus
101.267.728.000 Supplies	$ 7,500.00	$ 11,000.00	$ 3,500.00	Under budget
101.267.711.015 Retirement Supplemental	$ 20,000.00	$ -	$ (20,000.00)	new plan with MERS
Total Expenditures 101			**$ 77,899.00**	**Expense Increase**
Fund 247 TIFA				
247.693.711.004 Heatlh Insurance	$ 10,000.00	$ -	$ (10,000.00)	No longer covering PD
Total Expenditures 247			**$ (10,000.00)**	**Expense Decrease**
Fund 592 Water & Sewer				
EXPENSES 592				
592.000.702.000 Wages	$ -	$ 9,810.00	$ 9,810.00	10% Mgr. wages
592.000.711.000 FICA	$ -	$ 751.00	$ 751.00	tax on wages
Total Expenditures 592			**$ 10,561.00**	**Expense Increase**